State of Georgia
State Entity Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Offender Kiosks & Electronic Banking Services	GDC0000628	GDC019-0000628

1. This Contract is entered into between the State Entity and the Contractor named below

State Entity's Name
Georgia Department of Corrections
(hereafter called State Entity)

Contractor's Name
JPay Inc.
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
June 1, 2015	May 31, 2017	4

3. Performance Bond, if any:	Other Bonds, if any:
N/A	N/A

4. Maximum Amount of this Contract:	Total Financial Obligation of the State Entity for the First Fiscal Year:	Total Financial Obligation of the State Entity for each Renewal Period if Renewed:
N/A	N/A	N/A

5. Authorized Person to Receive Contract Notices for State Entity.	Authorized Person to Receive Contract Notices for Contractor.
Pernell W. Crayton	Errol Feldman

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: State Entity Contract Terms and Conditions for Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response
Attachment 4: BAFO dated 11-7-2014

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
JPay Inc.

By *(Authorized Signature)*	Date Signed
	November 18, 2014

Printed Name and Title of Person Signing
Ryan J Shapiro, CEO

Address
12864 Biscayne Blvd., #243, Miami, FL 33181

8.

State Entity

State Entity Name
Georgia Department of Corrections

By *(Authorized Signature)*	Date Signed
Charles H. Smith, Jr.	6/1/15

Printed Name and Title of Person Signing
Charles H. Smith, Jr.

Address
300 Patrol Road
Forsyth, GA 31029

STATE OF GEORGIA
AGENCY STANDARD CONTRACT
Attachment 1
Contract Terms and Conditions for Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "Contractor" means the provider(s) of the Services under the Contract.

(ii) "Purchase Instrument" means the documentation issued by the State Entity to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the State Entity.

(iii) "Response", "Contractor's Response" or "Final Response" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.

(iv) "RFX" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the Services that are subject to the Contract.

(v) "Services" means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.

(vi) "State" means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.

(vii) "State Entity" means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the Services identified in the Contract.

(viii) "State Entity Standard Contract" or "Contract" means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.

(ix) "State Entity Standard Contract Form" means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to the State Entity.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the State Entity Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.

3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFP, the terms of the Contract, and as further described in Attachment J – Requirements Document and Contractor's Response.

The Contractor shall install a network of "turnkey" offender kiosks within the living units of all state facilities. The Supplier at no cost shall provide all necessary hardware, software, equipment, and web interface to the GDC. This includes the purchase and installation, where applicable, of telecommunications and data lines to include hard-wiring to the kiosks and wireless hot spots.

The Contractor will provide for the consolidation of all deposits to offender trust accounts, which includes payments sent by offender friends and family members using credit or debit cards, walk-in cash payments, and money orders via supplier's lockbox. The same deposit channels should be made available to collect parole and probation payments from released offenders with obligations to the state.

2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the State Entity, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.

4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.

   Contractor shall provide payment to GDC for commissions earned based on utilization of services listed in the Best And Final Offer document dated 11-7-2014. Payments are expected by the 25th of each month comprising all activity of the previous month. Payment should be accompanied by a comprehensive break out showing how funds were generated and by which services.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the State Entity and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any

judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed against any sum owed by the State Entity to the Contractor in the State Entity's sole discretion.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

   (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

   (ii) The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

   (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;

   (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

   (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

   (vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may:

(i) Immediately terminate the Contract without additional written notice; and/or

(ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the State Entity may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the State Entity up to and including the date of termination.

5. **Termination Due to Change in Law.** The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

(i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or

(ii) The State Entity's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:

(i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;

(ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

(iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

(iv) Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and

(v) Immediately return to the State Entity any payments made by the State Entity for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

   (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

   (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

   (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

   (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

   The private or confidential data shall remain the property of the State at all times. Some Services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

   (i) Any breach of the Contract;

   (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

   (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;

   (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;

   (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;

   (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

   (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;

   (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

   (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

   (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No

settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

   In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

   (i) Procure for the State the right to continue using the Services;

   (ii) Replace or modify the same so that it becomes non-infringing; or

   (iii) Remove the same and cancel any future charges pertaining thereto.

   Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

   (i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Services;

   (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;

   (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or

   (iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)

All contractors shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage

covering bodily injury, property damage liability and personal injury. The policy or policies shall name the officers, agents and employees of the State of Georgia as additional named insured, but only with respect to claims which are not covered by the Georgia Tort Claims Act, O.C.G.A. 50-21-20 et seq. (Supp 1992). The CGL policy must provide primary limits for any claims not covered by the Georgia Tort Claims Act. However, the CGL policy must indemnify the State for any claims covered by the Georgia Tort Claim Act. The policy or policies must be on an "occurrence" basis unless waived by the State. The CGL policy shall include contractual liability coverage. The CGL policy purchased by the contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the State if the company is an alien insurer. The CGL policy must include separate aggregate limits per project. Excess liability coverage may be used in combination with the base policy to obtain the below limits.

Limits: $1,000,000 per Person
$3,000,000 per Occurrence

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE POLICY (BAP)

The contractor shall procure and maintain a BAP with liability limits of not less than $1,000,000 per person and $3,000,000 per occurrence or a policy with a Combined Single Limit of not less than $ 3,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

C. WORKERS' COMPENSATION INSURANCE

To insure the statutory limits as established by the General Assembly of the State of Georgia. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B- Employer's liability limits of:

Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 each employee
Bodily Injury by Disease - $500,000 policy limit

Excess liability coverage may be used in combination with the base policy to obtain these limits. The contractor shall require all contractors and subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the State Entity Standard Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.

3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or

interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the State Entity. Except as otherwise expressly authorized by the State Entity, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

11. **State Security.** State Entity requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to State Entity of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Amendments. The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

6. Third Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.

7. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling

the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars ($5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.

11. **Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including

but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the State Entity and the Contractor to amend, modify, eliminate, or otherwise

change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

29. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of

expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

34. Counterparts. The State Entity and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. Further Assurances and Corrective Instruments. The State Entity and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

36. Transition Cooperation and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

37. SPECIAL TERMS AND CONDITIONS

• With respect to Title of Software (ownership), the Suppliers submitting a proposal represents and warrants that it is the sole owner of the software or, if not, the owner, has received all legally required authorizations from the owner. If Third Party Acquisition of software occurs, the Supplier shall notify the GDC in writing if its intellectual property, business, or all of its assets that are or have been acquired by a third party.

• Upon mutual agreement between the Supplier and the GDC, additional applications can be added via change order to the kiosk while this contract or its extensions are in effect, at the department's option.

• In response to GDC request for a system enhancement the Supplier shall provide the following if applicable: a cost estimate in a timely manner, and a reasonable delivery date for the enhancement, which would be a mutually agreed upon date.

•The Supplier will prepare software releases and stages for testing, validation and acceptance in a test environment. The Department will perform testing for authorization to proceed prior to migration to production environment.

GDC KIOSK SERVICES

This Cost Worksheet must be completed *in its entirety* to be evaluated for award. Failure to enter information in any area will result in disqualification from consideration. Supplier CANNOT upload catalogs and rate sheets in lieu of this document.

a. Supplier will attach with their cost proposal a catalog of all currently available downloads and related pricing per download as a catalog offering.
b. Supplier will attach with their cost proposal all related rate sheets and schedules.
b. If an item is not offered please enter N/A. A data entry of "0" will indicate that the service is provided at no cost.
c. Items quoted shall include all required licensing fees and/or accessories defined in the Program Requirements Document.
d. Instructional guidelines are in fields with a red triangle at the top right corner. Hover over the triangle to see the examples.

SUPPLIER NAME	JPay Inc.

ITEM	GENERAL DESCRIPTION	PRICE / PERCENTAGE OR FEE RATE			
User Fee	Electronic Stamp for E-mail	$0.35	15.00%	PER	Up to 6,000 charactors
User Fee	Attachment for E-mail	$1.05	15.00%	1-3	Up to 3 Attachments
User Fee	Attachment for E-mail	$2.10	15.00%	4-6	Up to 6 Attachments
User Fee	Attachment for E-mail	$3.50	15.00%	7-10	Up to 10 Attachments
User Fee	Internet Funds Transfer	$3.50		PER	$0.0 to $20.00
User Fee	Internet Funds Transfer	$6.50		PER	$20.01 to $100.00
User Fee	Internet Funds Transfer	$6.50		PER	$101.00 to $200.00
User Fee	Internet Funds Transfer	$6.50		PER	$201.00 to $300.00
User Fee	Phone Funds Transfer	$3.50		PER	$0.0 to $20.00
User Fee	Phone Funds Transfer	$6.50		PER	$20.01 to $100.00
User Fee	Phone Funds Transfer	$6.50		PER	$101.00 to $200.00
User Fee	Phone Funds Transfer	$6.50		PER	$201.00 to $300.00
User Fee	Walk-In Funds Transfer	$4.95		PER	up to $5,000
User Fee	Lockbox	$0.00		PER	MONEY ORDER
Commission Rate	Monthly Transaction Volume 0 - 20,000		$1.55	PER	VOLUME UP TO 20,000
Commission Rate	Monthly Transaction Volume 20,001 - 40,000		$1.55	PER	VOLUME - 20,001 TO 40,000
Commission Rate	Monthly Transaction Volume 40,001 - up		$1.55	PER	VOLUME 40,001 AND ABOVE
User Fee	Multi Media Player (MP4) 2GB	$19.99	$4.99	PER	DEVICE & ACCESSORIES
User Fee	Multi Media Player (MP4) 4GB	$19.99	$4.99	PER	DEVICE & ACCESSORIES
User Fee	Multi Media Player (MP4) 6GB	$19.99	$4.99	PER	DEVICE & ACCESSORIES
User Fee	Electronic Tablet	$99.99	$9.99	PER	DEVICE & ACCESSORIES
User Fee	Digital Music Download	$1.53	15.00%	PER	SONG
User Fee	Digital Music Download	$11.44	15.00%	PER	ALBUM
User Fee	Digital Video Download	$3.99	15.00%	PER	VIDEO
User Fee	Digital Video Download	$3.99	15.00%	PER	SEASON/COLLECTION
User Fee	Digital Book Download	$0.99	15.00%	PER	BOOK
User Fee	Digital Magazine Download	$0.99	15.00%	PER	MAGAZINE
User Fee	Digital Game Download	$0.00	$0.00	PER	GAME
User Fee	Video Visitation	$3.95	$1.00	PER	30 MINUTES

ATTACHMENT C

Georgia

CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	JPay Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Errol Feldman, Chief Administrative Officer
Date:	1/28/2014
Company Address:	12864 Biscayne Blvd, Ste 243, Miami FL 33181
FAX Number:	(305) 675-0693
Email Address:	efeldman@jpay.com

***This table must be completed in its entirety by the supplier.**

ATTACHMENT D

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

01-0756761
Federal Work Authorization User Identification Number

08/13/2008
Date of Authorization

JPay Inc.
Name of Contractor

Offender Kiosks and Financial Services
Name of Project

Georgia Department of Corrections
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on January, 28, 2014 in Miami (city), FL (state).

Signature of Authorized Officer or Agent

Errol Feldman, Chief Administrative Officer
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 28th DAY OF January, 2014

NOTARY PUBLIC

My Commission Expires:
Aug. 8, 2016

ELVIRA REYES
Notary Public - State of Florida
My Comm. Expires Aug 13, 2016
Commission # EE 224524
Bonded Through National Notary Assn

Georgia™

Request for Clarification

Solicitation #: GDC0000628

Solicitation Title: Offender Kiosks & Electronic Banking Services

Supplier Name: JPay Inc.

Request No.: 1	Supplier's Authorized Contact: Errol Feldman Email: efeldman@jpay.com
Date of Request: 8-25-2014	Offeror's Response Due By (Date): 8-29-14 Email Response to Issuing Officer (Name): Pernell W. Crayton at email address: craytp00@dcor.state.ga.us

Submission Instructions:

1. A written response, as specified below, must be submitted in response to this request for clarification.
2. Clarifications must be submitted by e-mail and followed by a signed hard-copy confirmation via fax, email, mail or delivery, to:

   Issuing Officer: Pernell W. Crayton

   Entity Name: GA Department of Corrections

   Entity Address: 3 00 Patrol Road, Forsyth, GA 31029

   Entity Fax No.: 478-992-6282

   Email: craytp00@dcor.state.ga.us

The State Entity requests the supplier provide clarification regarding the following questions:

Question #14 – Attachment J (System Support – Warranty) Requirement calls for 90 day Warranty on MP4 and for significant failure a new 90 day period begins on replacement MP4 player. Your response to Question #14 says that replacement product assumes the remaining warranty of the original Player or warranty period of (30) days following the date the replacement product is shipped to a facility, whichever date is later. Please confirm that the warranty provided by JPay will be as specified on the RFP, Attachment J.

Supplier's Clarification Response:

JPay confirms that each tablet's warranty will be consistent with GDC's requirements as specified in Attachment J of the RFP. The warranty will state that in the event a tablet is returned within the warranty period and a replacement tablet is provided to the offender, a new 90 day warranty will begin. The complete Limited Warranty for each tablet is as follows:

STANDARD LIMITED WARRANTY

The following accessories are included with the purchase of the Player which includes the following accessories: (1) one set of ear-bud headphones, (2) one AC power adapter or four AA batteries, as applicable, and (3) one USB connector cable (collectively, the "Player").

JPay warrants that the Player will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of ninety (90) days following the date the Player is shipped to a correctional facility. This warranty is provided to the recipient of the Player and is not transferable. The warranty is void if the product is not used in accordance with the product instructions, or if it is damaged as a result of misuse, unauthorized repair, modification or accident.

To obtain warranty service, a Trouble Ticket must be submitted to the JPay kiosk's Help Desk. JPay will attempt to troubleshoot the issue. If further assistance is needed, JPay will repair or replace the product or any portion thereof with a new or refurbished product of equal or greater capacity and functionality. A replacement product will have a new warranty period of ninety (90) days following the date the replacement product is shipped to a correctional facility.

JPay does not warrant, and shall not be responsible for, any lost content or data contained in the Player regardless of the cause of the loss. JPay's products are not warranted to operate without failure. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

JPay is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply: (a) to cosmetic damage, including but not limited to scratches and dents; (b) to damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake or other external causes; (c) to damage caused by service performed by anyone who is not a representative of JPay; (d) to a Player that has been modified; or € to a Player that has been confiscated by correctional staff.

Notwithstanding the foregoing, JPay provides the Player subject to the rules and policies of each applicable correctional facility. JPay shall not be liable if any component, accessory or feature is not available on the Player.

THE FOREGOING IS JPAY'S SOLE WARRANTY. JPAY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Question #20 – Can more than one photo be attached to an email?

Supplier's Clarification Response:

Yes. JPay's email program can allow for unlimited photo attachments and is also completely customizable so that limits on the number of attachments can be set and adjusted anytime to meet GDC's needs.

Question #21 – What happens to unapproved, inappropriate emails or photos? Is the fee still assessed to the sender?

Supplier's Clarification Response:

When a sender signs up to use the JPay email service, the customer must first agree to JPay's email terms of use. The customer is notified that all content may be read or viewed by GDC and at GDC's sole discretion any emails may or may not be distributed to the offender. The sender is also informed that inappropriate emails or photos will not be refunded. This serves as a deterrent for some senders who would otherwise continuously resubmit inappropriate emails/photos

knowing that they will be refunded if they are rejected. However, if GDC prefers to have JPay refund senders for unapproved or inappropriate emails and photos, JPay can change this refund policy. Any unapproved or inappropriate emails and photos can be held indefinitely, discarded and/or returned to the sender with the click of a button – it's completely up to GDC.

Question #22 – What are the Data transfers options after the end of the contracts.

Supplier's Clarification Response:

All data transferred back to GDC can be in .CSV, Microsoft SQL Server, fixed length ASCII, IBM DB2 or XML data file formats. The data will be provided using an external drive or tape backup.

Question #23 – Please provide clarification regarding Media Account. GDC has concerns about changing current system of controlling offender trust accounts. Can your system function if only one account (the Trust Account) is available to offenders?

Supplier's Clarification Response:

The Advantage of the Media Account

At the four GDC facilities with JPay kiosks, each offender has a JPay Media Account set up to facilitate the purchase of stamps, players, music and any other applications available on the kiosk. Each JPay Media Account is pre-funded which allows offenders to make purchases in real-time and have instant access to their purchases. If an offender purchases a song for example, he can download the song during the same kiosk session.

To fund a JPay Media Account, an offender can request to transfer funds from their trust account directly to their JPay Media Account. To accomplish this, JPay transmits a file to GDC each night detailing all offender JPay Media Account transfer requests. GDC's trust accounting system processes the file and returns a confirmation file of all approved transfers. If an offender's transfer request is approved, the offender's trust account is debited and the Media Account is credited.

Relying on the Offender Trust Account

JPay can also have the kiosk purchase process function if an offender's trust account is the only method for an offender to make purchases from the kiosk. The process would work in a similar fashion as the nightly transfer request file. Each night, JPay would send GDC a file of all offender purchase requests. GDC would process the file and return a confirmation file back to JPay indicating which purchases were approved and the respective offender accounts would be debited accordingly.

Using this method, offenders would need to wait up to 24 hours in order to confirm their purchases. Once confirmed, the offender's stamps would be available in their account and/or their music/eBooks would be available for download. Each time an offender requests a refund (*e.g.* accidental purchase of the incorrect song), the refund request would be transmitted back to the trust accounting system on a nightly basis and GDC would need to manually process credits and debits.

If commissary ordering is made available via Kiosks will there be an interface between commissary and banking to allow for purchases from the Kiosks? Please provide an implementation schedule.

Supplier's Clarification Response:

Integration

Commissary ordering requires an interface between JPay and the commissary provider (an integration with the banking system already exists). The interface between JPay and the commissary system relies on a set of APIs (application programming interfaces) that allow the commissary system to continually feed inventory, pricing and pictures as well as accept offender orders based on a broad set of rules.

Implementation

The integration between JPay and the commissary system should not take more than a week or two, which includes development and testing. We anticipate being able to deploy a commissary ordering test application at 1 - 4 pilot facilities one month after all kiosks go live. After two weeks of quality assurance testing at the pilot facilities, JPay will be ready to activate commissary ordering statewide.

Question #25 – Please provide copy of "Video Terms of Use".

Supplier's Clarification Response:

TERMS OF USE

Before you purchase video visitation sessions, you must read and agree to this JPay Video Visitation Terms of Use ("Terms of Use") and any future amendments.

1. NOTICE. JPay may amend this Terms of Use at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version contains a Substantial Change, we will email you the Substantial Change prior to posting it on our website. We last modified this Terms of Use on February 19, 2010. In the event of an inconsistency between this Terms of Use and either JPay's User Agreement or the JPay Privacy Policy, this Terms of Use shall control. Nothing in this Terms of Use shall be deemed to confer any third party rights or benefits.

2. SERVICE. The JPay Video Visitation Service (the "Service") lets you participate in a video session with an offender at a correctional institution ("Client"). To participate in a video session, you must first purchase a video session with a credit or debit card (collectively "Bank Card"). You will be required to provide JPay with certain information to allow us, among other things: to verify your identity; to verify the offender's identity; to receive appropriate Bank Card authorization; and any other information JPay's Clients shall require. Please refer to JPay's Privacy Policy for information concerning JPay's use of this information.

   You must have a webcam with a headset or speakers and a microphone to participate in a video session.

3. PROPER USE. You agree that you are responsible for your conduct and for any consequences thereof. Conduct that is inappropriate in any manner including indecent exposure will not be tolerated. If at anytime during your video session JPay or Client deems your conduct inappropriate, your video session will be subject to immediate termination without warning. Terminating your video session is at the sole discretion of JPay or Client. If your video session is terminated, you will not be refunded.

You shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to transmit any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, or is otherwise objectionable as reasonably determined by Client; (ii) use the Service for any fraudulent or inappropriate purpose; or (iii) act in any way that violates JPay's policies, as may be revised from time to time. Violation of any of the foregoing may result in immediate termination of your account, and may subject you to state and federal penalties and other legal consequences. JPay reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of this Terms of Use has occurred or to comply with any applicable law, regulation, legal process or governmental request.

4. CONTENT OF THE SERVICE. JPay also reserves the right to view, record, preserve, and disclose any information as it reasonably believes is necessary to (a) detect, prevent, or otherwise address fraud or security issues for its Clients, (b) satisfy any applicable law, regulation, legal process or governmental request, (c) enforce this Terms of Use, including investigation of potential violations hereof, (d) respond to user support requests, or (e) protect the rights, property or safety of JPay and its Clients. JPay will not be responsible or liable for the exercise or non-exercise of its rights under this Terms of Use.

5. INTELLECTUAL PROPERTY RIGHTS. You acknowledge that JPay owns all right, title and interest in and to the Service, including without limitation all intellectual property rights (the "JPay Rights"), and such JPay Rights are protected by U.S. and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. The JPay Rights include rights to (i) the Service developed and provided by JPay; and (ii) all software associated with the Service.

   You also acknowledge that JPay owns all of the content that you transmit through the Service.

6. REFUNDS. You may cancel your video session at any time prior to the video session's start time and receive a full refund less the $5.00 cancellation fee. The balance will be credited to your Bank Card within 5 business days following cancellation. If you or the offender do not initiate the session within 5 minutes following the video session's start time, you will not receive a refund and your Bank Card will be charged the full price of the video session. Under some circumstances, an offender may be unable to attend the video session. In such cases, JPay will issue a full refund to your Bank Card within 5 days of JPay's receipt of a written statement from Client confirming the reason the offender could not attend the video session (e.g., lockdown, offender movement, etc.).

7. TERMINATION. You may terminate your use of the Service with or without cause at any time by providing written notice to JPay at the following address: 12864 Biscayne Blvd. #243, Miami, FL 33181 or via email at support@jpay.com. If you have any video sessions remaining on your account, JPay will refund this amount less a $5.00 cancellation fee within 5 business days following receipt of written notice.

   JPay may at any time and for any reason terminate the Service, terminate this Terms of Use, or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or other content contained in your account although residual copies of information may remain in our system. JPay will notify you via email of any such termination, which shall be effective immediately upon JPay's delivery of such notice. If you have any video sessions remaining on your account upon such termination, JPay will refund this amount within 5 business days following termination. Sections 3, 4, 5, 8, and 9 of this Terms of Use shall survive such termination.

8. GOVERNING LAW.
   (a) In the event of any dispute, claim or controversy among the parties arising out of or relating to this Terms of Use that involves a claim by the User for less than $10,000, exclusive of interest, arbitration fees and costs, shall be resolved by and through arbitration administered by the American Arbitration Association

("AAA") under its Arbitration Rules for the Resolution of Consumer Related Disputes. Any other dispute, claim or controversy among the parties arising out of or relating to this Terms of Use shall be resolved by and through arbitration administered by the AAA under its Commercial Arbitration Rules. The arbitrability of the dispute, claim or controversy shall likewise be determined in the arbitration. The arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the rules of the American Arbitration Association. Both the foregoing Terms of Use of the parties to arbitrate any and all such disputes, claims and controversies, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

(b) The arbitrator(s) shall follow any applicable federal law and New York State law in rendering an award.

(c) Unless otherwise agreed by the parties in writing, the arbitration hearings shall take place in Miami, Florida, USA.

(d) The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable, including, without limitation, each party's attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between the parties in such proportion as the arbitrator(s) determines to be equitable and shall be awarded as part of the arbitrator's award.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. THIS SITE IS PROVIDED BY JPAY INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. JPAY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE PERSONAL AND PAYMENT INFORMATION THAT YOU PROVIDE.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, JPAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JPAY DOES NOT WARRANT THAT THIS SITE, ITS SERVICES OR E-MAIL SENT FROM JPAY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. JPAY (AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND STOCKHOLDERS) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, ANY CREDIT CARD COMPANY'S NON-AUTHORIZATION OF A USER'S BANK CARD PAYMENT, ANY GOVERNMENT ENTITY'S NON-ACCEPTANCE OF A LETTER FROM A USER USING THIS SITE, FOR DISRUPTIONS IN SERVICE ON THIS SITE, OR FOR ERROR, DELAY OR MIS-DELIVERY OF A LETTER, REGARDLESS OF THE CAUSE, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

How is facility notified when Video Visitation is scheduled by friend or family?

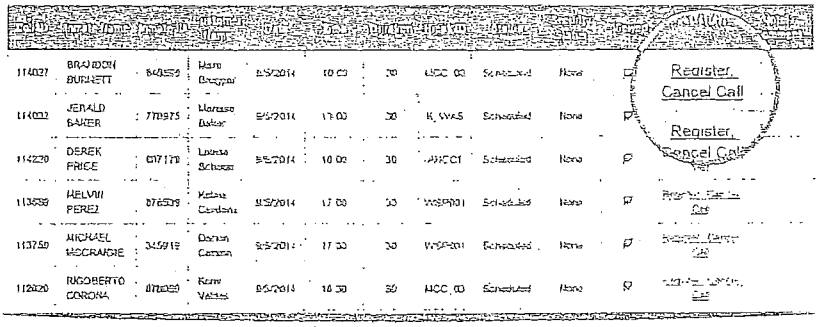
Supplier's Clarification Response:

Email Alerts

From the Facility System, a user can also place any offender or customer on a watch list which will trigger an automatic email alert detailing the time and date of the visit, customer name and the offender name and ID. The user can cancel the video visit or register to receive an email reminder to join the session.

Pending Visits List

GDC users can also see a list of all scheduled video visits by facility, region or statewide – depending on the user's access rights. If users would like to receive an email reminder before the session is about to begin, the user can click "Register", and the email reminder will be sent.



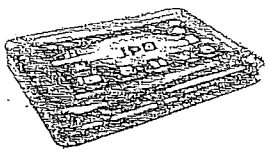
Question #27 – Please provide specific dimension of all devices included in the proposal. When will the mini tablet be available? When it is introduced, will the older JP4 players still function with all previous features?

Supplier's Clarification Response:

Availability and Compatibility

The JP4, along with each of its applications, will continue to be supported and enhanced even as new tablets are introduced into the market. There are no plans for discontinuing the JP4 model, especially since it has proved so popular among the offender population. The JP5 and JP5s, when introduced November 1 of this year (2014), will be fully backwards compatible, meaning it will work with the existing kiosk and network infrastructure.

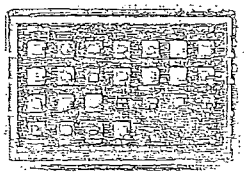
JP4 Mini Tablet Specs



Mini tablets are used for downloading and listening to music, downloading and drafting email, listening to the radio, playing games, reading eBooks and more. Offenders purchase the mini tablets directly from the kiosk. Each device comes preloaded with the offender's name and ID.

- The JP4 (4") TFT color LCD screen, with 480 x 272 resolution, is 3½" wide by 2" high and made of thick, durable glass custom-designed for the corrections environment
- Two power options – disposable alkaline batteries or a rechargeable internal lithium battery pack
- 4mm clear impact-resistant polycarbonate
- Impact resistant glass with integrated screen protector
- Customized, proprietary operating system
- Single core 400Mhz Processor
- 128 MB RAM
- 8 GB storage
- Splash resistant electronic board
- Integrated RFID (device tracking)
- Device lockout
- Mortality lock

The JP5 Next Generation Tablets



The JP5 10" and JP5s 7" tablets expand offender possibilities by offering larger screens with interactive ability suitable for education, movies and other applications. The tablets are also wireless compatible, enabling the offender to utilize each of JPay's applications without connecting to the kiosk.

- The JP5 (10") screen is 8½" wide by 5½" high and the JP5s (7") screen is 6" wide by 3½" high.
- The JP5 has a rechargeable lithium battery pack (no alkaline version)
- The JP5s has two power options – disposable alkaline batteries or a rechargeable internal lithium battery pack
- 4mm clear impact-resistant polycarbonate for impact absorption
- Capacitive multi-touch panel with 1280 x 800 resolution
- High strength, impact resistant security glass with integrated screen protector
- Quad core 1.5 Ghz processor
- 1 GB RAM
- 16 GB storage
- Kernel level security for network connections and peripherals
- Will only run allowed applications (server configured)
- Encrypted network connectivity
- Device lockout
- Mortality lock
- Integrated RFID (device tracking)

*Please see the attachment for additional detail on the JP5 and JP5s tablets.

Question #28 – Will there be any involvement or responsibility of GDC regarding removal of security features after offender release. What will be the fee for offender to send JP4 to JPay for removal, and how long will it take?

Supplier's Clarification Response:

It's JPay's Responsibility

GDC is not responsible or required to be involved to remove a tablet's security features when an offender is released. In addition, there is no fee to the released offender to unlock a tablet or retrieve their media stored in the cloud. Released

offenders send tablets to JPay along with a "Request to Unlock" form which includes the offender's address. The tablet will be returned within two weeks.

The Cloud



In addition, and more importantly, all of the offender's media including songs, emails, eBooks, photo attachments, VideoGrams and educational content, will be available in the cloud when offenders are released. JPay will provide released offenders with credentials in order to log into a website where they can access and retrieve this content.

Question #29 – Your device has, or will have, the ability for an offender to pre-select music for purchase and download prior to connecting to the kiosk. When the offender connects to the kiosk will the user be prompted prior to automatic download taking place?

Supplier's Clarification Response:

Kiosk Prompts

Offenders will be prompted before songs are downloaded. This allows them to choose whether they wish to download all purchased songs or select specific songs and leave others in the cloud. Prompts are always used before a transaction is completed to ensure the offender does not make unwanted purchases. If GDC would like additional user prompts, JPay can provide them.

Can commissary pre-orders be placed on your JP4 player?

Supplier's Clarification Response:

Commissary Ordering on the Tablet

Currently JPay only supports commissary ordering through the offender kiosk. Pre-ordering from our next generation tablets will be available in the near future. If this is a GDC initiative, JPay welcomes the opportunity to work with GDC to make this app a priority. Please see the attachment for more detail on JPay's JP5 players and related apps.

Signature of Authorized Representative

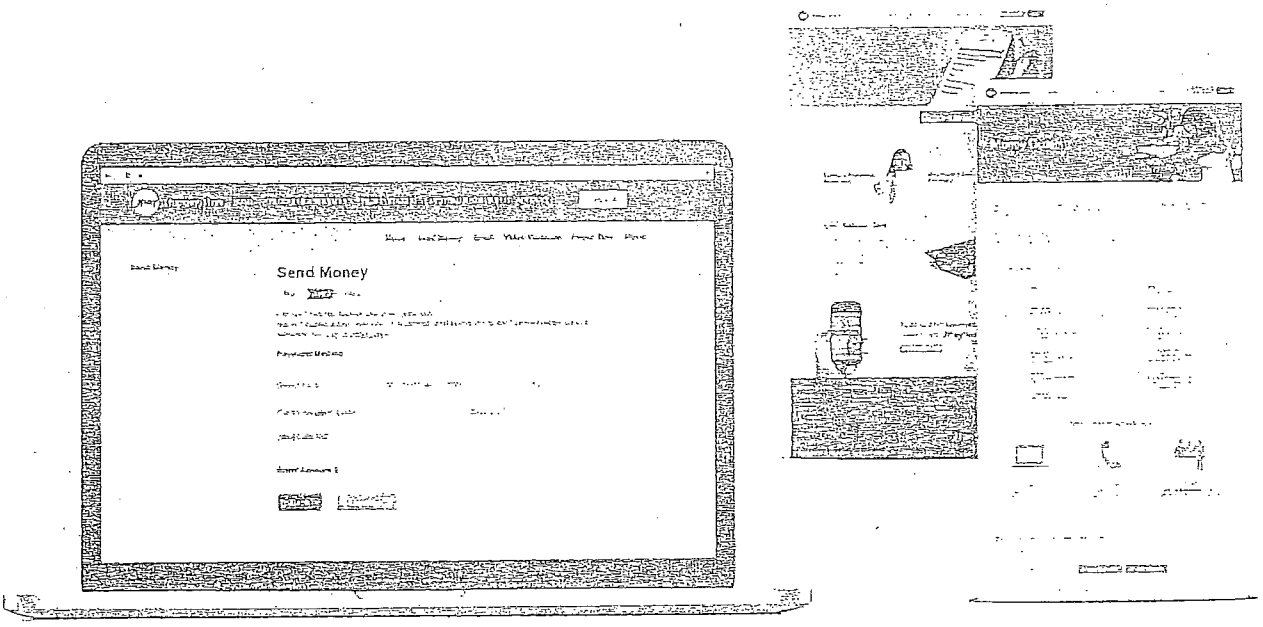
9/5/14
Date

Errol Feldman, Chief Administrative Officer
Name and Title

ATTACHMENT TO REQUEST FOR CLARIFICATION

JPay has been busy over the last six months making our existing products and services better, and we still found some time to put out some cool new products in the meantime. The following summary gives a brief overview of what we've been up to.

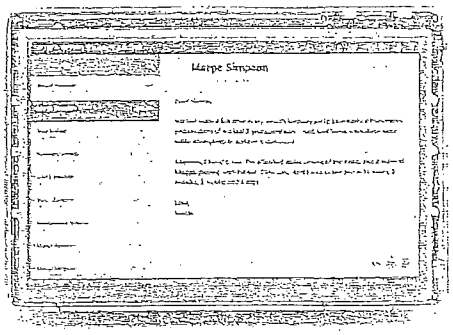
Our New Website!



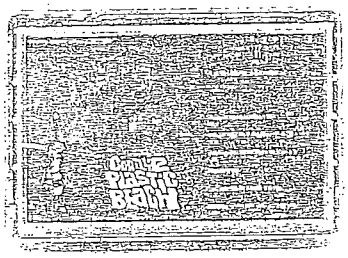
Our new website debuts in October (next month!). The new site is much easier to navigate, faster and a better overall experience for the customer. Also, every page is infused with FAQs specific to the process, so that customers will never have to leave a page to get help.

- Easier sign up – no need for an email address; just create a username from scratch
- Easier search – Now customers can search for an offender by name, not just ID
- Faster money sending
- Email optimization with a clean look

New Tablets!



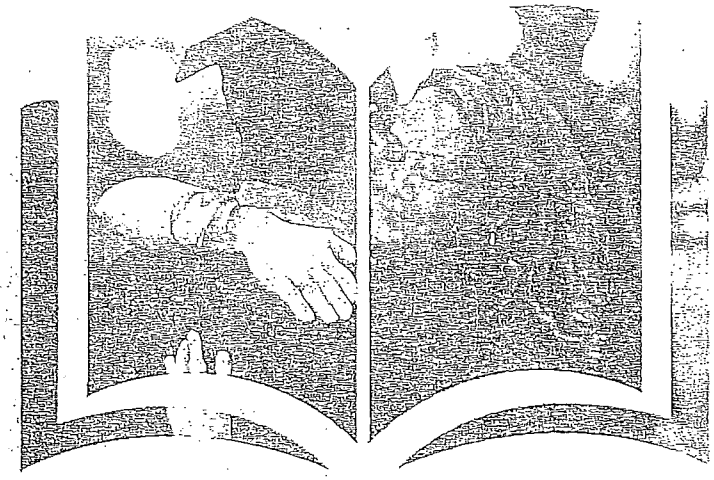
JP5



JP5s

Introducing the JP5 10" and the JP5s 7" tablets, both offering the functionality and applications available on the JP4 plus additional capabilities because of the wireless connectivity. Instead of syncing with a kiosk, the JP5 models can communicate with our servers through secure wireless access points. This effectively transforms all JP5 models into handheld kiosks capable of downloading media and email directly.

Education Platform



Our education platform is powered by the presence of JPay kiosks in every dorm and JPay tablets in almost every cell. We are offering non-degree coursework and material as well as degree-seeking opportunities, including high school and college level courses. This comprehensive educational platform leverages secure, tablet-based content delivery that increases the availability, scale and variety of existing educational programs.

Content

The solution can offer almost any content GDC is interested in offering including courses, tests, study guides, vocational prep materials, video courseware and eBooks. Offenders use the kiosk to browse and download content to their tablet. In addition, offenders upload completed course work directly from the kiosk for teacher review.

Cloud-based LMS

All coursework, materials, textbooks and other media needed for the classroom experience are stored and managed in JPay's cloud-based Learning Management System (LMS). Educators push coursework to students, monitor the offender's progress, grade the offenders' coursework and send critical messages to the student. The cloud based system enables access to approved users from anywhere, allowing teachers to spend less time distributing and retrieving coursework from students.

Non-profit and government funded material

JPay has accumulated a trove of materials that are offered free from non-profits and government- sponsored courseware. This content can be used as supplements or more. Subjects include:

Literacy
- Basic Reading
- Basic Writing

Arithmetic
- Algebra & Geometry
- Calculus & Advanced Math
- Statistics & Probability

Natural Science
- Biology
- Chemistry
- Physics
- Earth Science

Social Science
- Economics
- History & Government
- Sociology

Humanities
- English
- Religion

Ashland University

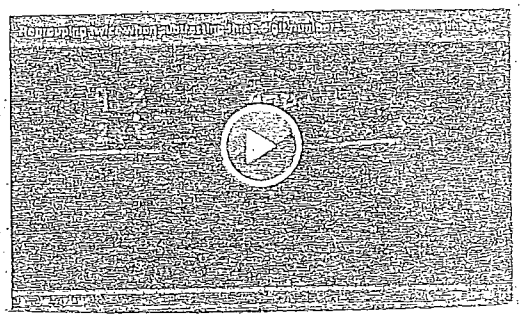
JPay partners with Ashland University to offer courses designed by educational professionals from the corrections industry. These courses are in use in many state and county agencies today. Content from Ashland is available for download from the kiosk to the tablet. The offender can then use the study guides to take non-credited certificate awards.

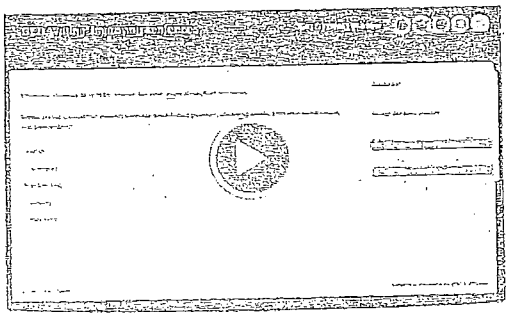
- Adult Basic Education (ABE) study guides
- STEP practice tests
- Critical Thinking Courses
- Financial Literacy Courses
- Business Literacy Courses
- Technology Literacy Courses

Khan Academy

Khan Academy is a not-for-profit organization with the goal of changing education for the better by providing a free, world-class education for anyone. The entire Khan Academy video catalog is available on the kiosk. Once a video is selected and downloaded, an offender can watch the video on their tablet from their cell.

For example, if an offender wanted to learn three-digit subtraction, he would download the five minute video on three-digit subtraction to his JPay device. Later, while in his cell, he can watch the video over and over again.





GED Prep

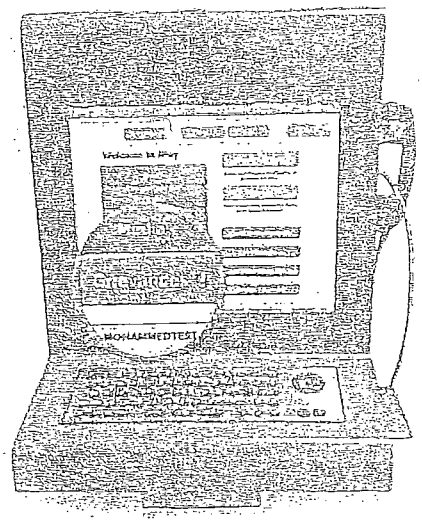
In addition, Khan Academy offers a full GED prep course now used by millions of students across the country. The service is entirely video-based making it very easy and exciting to engage, keeping students focused. In addition, it's entirely free.

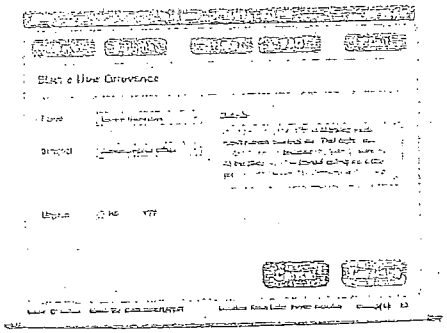
Online High School

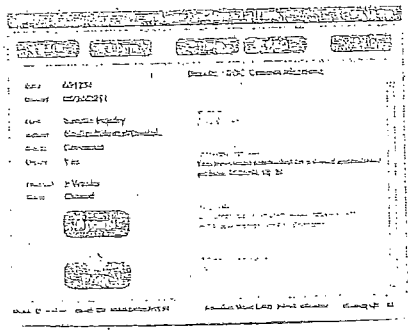
JPay High is an app that will be available only on the JP5 series tablets. This app will give offenders the ability to sign up for and complete a high school diploma. The courses are paid for by the offender on a monthly basis. Once the course is completed, after approximately 18 months, the offender earns a high school diploma from an accredited online high school.

Grievance System

JPay's robust grievance system offers offenders the ability to lodge a grievance and manage the process from the kiosk. The grievance is sent to the appropriate party for review and response. The offender receives a response electronically as well. This powerful and flexible system alleviates the hassles in handling and managing the thousands of grievances that are open at any given time.







Customizable

The key aspect of this solution is its flexibility. The system can be configured easily to fit GDC's current operating protocols. As a result, GDC receives a fully customized and scalable digital grievance system.

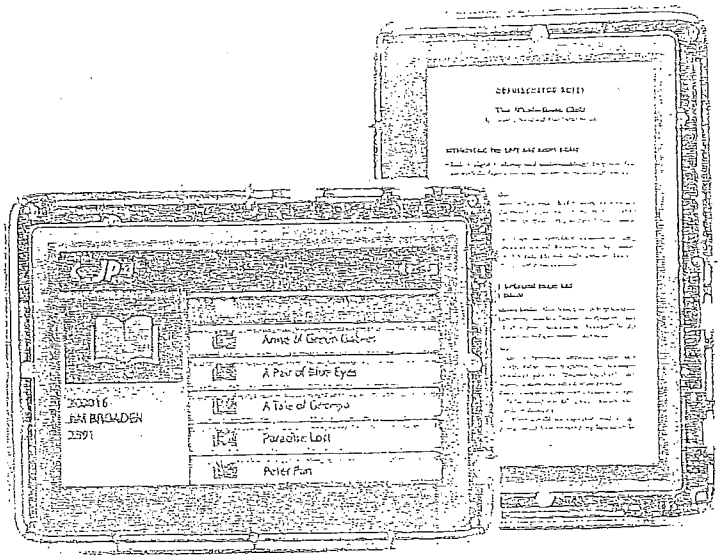
Transparency
GDC staff and even offenders have full transparency into the status of a grievance at any time, alleviating further concerns.

Staff Management
From the online Facility System, staff can view, sort and reply to grievances at ease. For example, staff can see grievances that have yet to be answered in the allotted timeframe determined by GDC.

Electronic, Retrievable logs
With electronic grievances, all activity is logged. If a grievance is not answered timely, administration will know. If the same grievances are occurring repeatedly, GDC will know. Also, if more grievances come from a certain dorm, staff knows to investigate that specific dorm. There are many ways to utilize the data to bring huge efficiencies to GDC's operations.

eBooks

Our eBook Reader app enables offenders to preview, buy and store thousands of books. Our eBook library includes more than 500,000 books from both independent and "Big Five" publishers. Genres include classics, educational material, history and religious study.



Read Horizontal or Vertical
With all our tablets, books can be read horizontally or vertically, depending on the offender's preference.

Text To Speech
As an added bonus, the text-to-speech capability built into the device essentially transforms all of these eBooks into audio books, which is ideal for offenders with literacy limitations.

Dimmer & Color Background
Offenders can dim the backlight on the tablet, not only to avoid annoying others, but also to ease the strain on the reader's eyes. Also, a variety of backlight colors are available for the offender to select to enhance the reading experience.

Movie App

JPay plans to roll out its full movie rental app in 2015. Offenders will be able to browse the kiosk catalog to rent a movie of their choice. Movies will be available for a restricted period of time, and will disappear from the offender's tablet after that predetermined time. This model is a simple rental model using Digital Rights Management (DRM) technology, a standard in today's movie industry.

Phone App

JPay is excited to introduce an app that lets offenders make and receive phone calls right from their JP5 wireless tablets. In a wireless environment, offenders would use the app on their tablets to connect to GDC's existing offender phone system. This is accomplished through a simple integration with the offender phone provider using Application Programming Interfaces (APIs). JPay has already held preliminary discussions with multiple offender phone system vendors, and expects to roll out this groundbreaking new capability in 2015.

Email Enhancements

Push Notifications

We have added push notifications to our iPhone and Android apps so that when a customer receives an email from an offender, they are notified immediately. With this enhancement, customers will now be able to respond fast enough for the offender to get the response at the same kiosk session.

Adding the Subject line

It's about time! We're finally adding the subject line to incoming and outgoing email. Now, investigators and mailroom staff can easily search through email and even categorize by subject line. This will also greatly enhance the user experience for the offender and their friends and family.

Enhanced Search on JP4

Now, offenders can search their inbox and sent box with a search box. This is an improvement from simply scrolling and opening email until you find the right one.

Music Enhancements

Instant Gratification

JPay has redesigned the way we deliver music to the kiosk. Now an offender can purchase and download music at the kiosk during the same session.

Tablet Delivery

JPay's fulfillment team has perfected a faster and more efficient way to process players that need to be serviced or replaced. The offender first submits a ticket on the kiosk's trouble ticket system. JPay then prepares a new player with the offender's credentials and ships it to the offender's facility. Facility staff can then simply exchange the replacement player for the old player, limiting the touch points between staff and offenders to only one encounter instead of multiple. In addition, this new process decreases wait time by weeks! GDC can be assured that replacement players will arrive at the facility within eight days following of the submission of the ticket.

Updates to the JP4

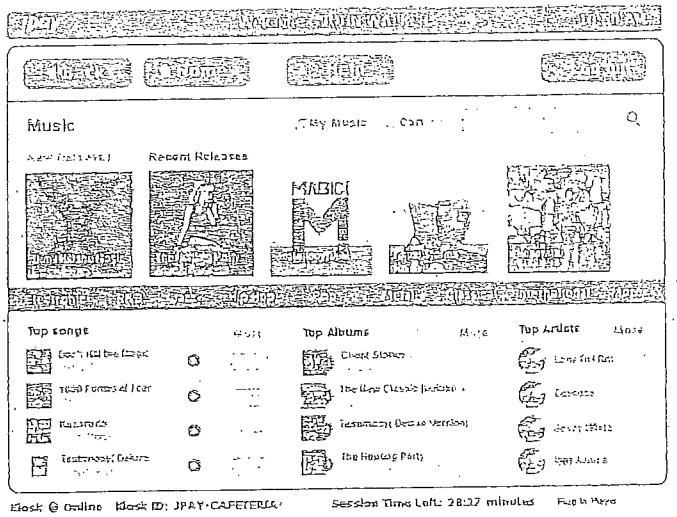
Music Library Search Feature – Now offenders can use the search feature on the JP4 to search their personal library of music, making the process easier and more convenient for offenders.
Custom Playlist – Now offenders can customize a play list for their JP4. This allows them to choose the songs they want to listen to and in which order without fidgeting with their player after every song.

New Kiosk Music Store

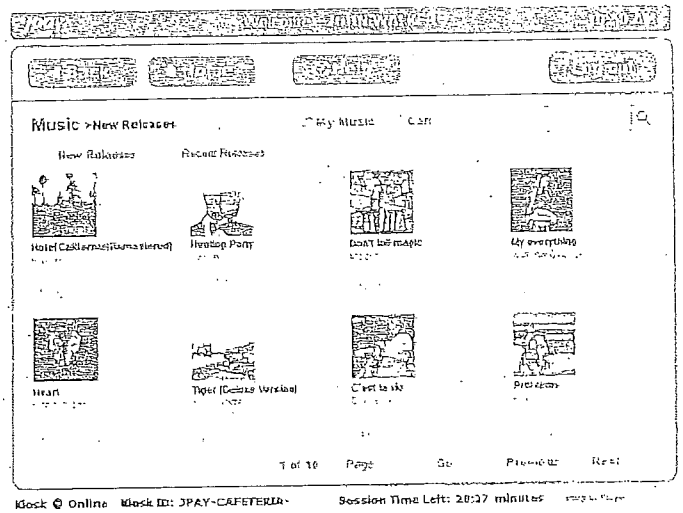
The JPay music development team is hard at work building the new store interface for a 4th quarter roll out. The new interface will greatly enhance the experience for the offender when it comes to searching, browsing, purchasing and downloading music. We are very excited to debut the new store to GDC (sample screens below):

- New Releases
- New and better search experience
- Top songs, albums and artists
- 22 New music genres
- Dedicated artist pages
- Dedicated album pages

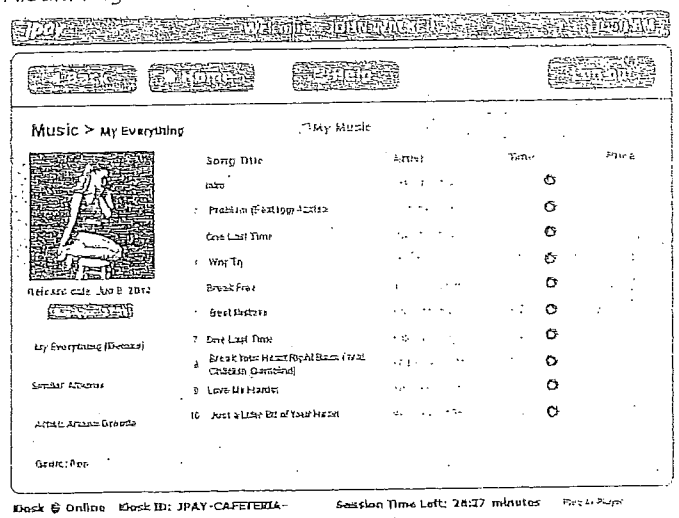
New Store Home Page



New Releases Page



Album Page



Georgia

Request for Clarification

Solicitation #: GDC0000628

Solicitation Title: Offender Kiosks & Electronic Banking Services

Supplier Name: JPay Inc.

Request No.: 2	Supplier's Authorized Contact: Errol Feldman Email: efeldman@jpay.com
Date of Request: 8-25-2014	Offeror's Response Due By (Date): 11-07-14 Email Response to Issuing Officer (Name): Pernell W. Crayton at email address: craytp00@dcor.state.ga.us

Submission Instructions:

1. A written response, as specified below, must be submitted in response to this request for clarification.
2. Clarifications must be submitted by e-mail and followed by a signed hard-copy confirmation via fax, email, mail or delivery, to:

   Issuing Officer: Pernell W. Crayton

   Entity Name: GA Department of Corrections

   Entity Address: 300 Patrol Road, Forsyth, GA 31029

   Entity Fax No.: 478-992-6282

   Email: craytp00@dcor.state.ga.us

The State Entity requests the supplier provide clarification regarding the following questions:

Question 1 – Does the MP player proposed by you have the ability for offenders to download video games?

Supplier's Clarification Response:

The JP4 player comes preloaded with three strategic games – 5 in a Row, PushBlock and Sudoku, any or all of which can be removed per GDC's request. JPay is continuously developing new games and will release them upon GDC approval.

ATTACHMENT J - REVISED 12-26-2013

Georgia Department of Corrections

Program Requirements Document

Correctional Facility Kiosk and Financial Services

- The requirements herein are the basis for the Kiosk and Financial Services Requirements and are to be included in the services provided to the Georgia Department of Corrections for this solicitation. The GDC is seeking a Supplier to install a network of "turnkey" offender kiosks within the living units of all state facilities. The Supplier at no cost shall provide all necessary hardware, software, equipment, and web interface to the GDC. This includes the purchase and installation, where applicable, of telecommunications and data lines to include hard-wiring to the kiosks and wireless hot spots.

  The kiosks should provide the capability for offenders to perform, at a minimum, the following functions:

  - Receive and send email through a secure system
  - Look up trust account balance and transaction history
  - Place orders for a secure MP4-type player
  - Browse a music catalog approved by the GDC, and purchase and download digital music
  - Download books, games, or other approved applications
  - Conduct video visits with approved friends and family members

- The awarded supplier will assist with the consolidation of all deposits to offender trust accounts, which includes payments sent by offender friends and family members using credit or debit cards, walk-in cash payments, and money orders via supplier's lockbox. The same deposit channels should be made available to collect parole and probation payments from released offenders with obligations to the state.

EXPERIENCE AND CORPORATE CAPABILITY

- The Supplier must have a proven track record of developing and implementing kiosk solutions in correctional settings without any adverse findings and/or early termination of contracts as a result of Supplier performance.

- The Supplier must have a minimum of five (5) years experience providing similar services in a correctional setting to facilities with male and female offender populations of XX offenders, comprising all security levels [low security (minimum) to high security (maximum)].

ATTACHMENT J - REVISED 12-26-2013

SYSTEM ARCHITECTURE / SOFTWARE

SYSTEM ARCHITECTURE

- The system architecture shall have the capability for the development of future applications and implementing these applications on the proposed hardware configuration. The Proposer/ Supplier shall ensure that the system architecture is scalable and designed to easily accommodate changes (future applications, etc.) resulting from GDC rules and workflows.

- The proposed system must allow for the efficient data transfer from the Supplier's system to the GDC's operating system and vice versa. The Supplier is required to provide specifications for extendable Markup Language (XML) or other standard interface options, to tie in a kiosk-based application with offender management systems.

- Supplier must ensure each kiosk is operated and maintained on the most current version of the Supplier's systems of operation, with no more than two versions at any one-time across all kiosks, and without any use of or impact to the GDC communication or operating network.

- The supplier will prepare software releases and stages for testing, validation, and acceptance in a test environment. GDC will perform testing for authorization to proceed prior to migration to production environment.

- The proposed system must provide alternatives that will be offered for offenders with disabilities. Examples include, but are not limited to, large print options; Text reader options for the blind; Assistive key-stroke functionality for paralyzed offenders, transcription options for hearing impaired etc.

APPLICATION ARCHITECTURE

- The Supplier will provide an open source architecture and interfacing component which is secure and can interface within the GDC applications.

- Prior to production implementation, the successful vendor shall provide to the GDC detailed technical system documentation, detailed system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.

SYSTEM REQUIREMENTS

- With respect to Title of Software (ownership), the Suppliers submitting a proposal represents and warrants that it is the sole owner of the software or, if not, the owner has received all legally required authorizations from the owner.

- The proposed solution must have remote management capability. At a minimum, the following activities must be able to be managed remotely: system monitoring, network and activity, diagnostics, error resolution, software problem assistance, Intelligence (Intel) reporting, application and software updates and upgrades, and rebooting and controlling the remote kiosks from a central location.

- System must be able to support a secure wireless environment, if required by using facility, and ensure that direct connectivity to the internet/ e-mail is not enabled. The suppliers provided network should be completely segregated and have no impact on the GDC's existing infrastructure.

- Any software modification or upgrade that the Supplier installs must include at a minimum: the version number; a description of the change; how the change is/was initiated, i.e. user or system support, the individual requesting the change; the individual responsible for the change; and the date and time of the change.

SYSTEM SUPPORT

TRAINING

a) The Supplier is responsible for providing initial training to GDC Staff (Train the Trainer) on how to use the system and access the services provided through the contract.
b) The initial training will occur at the local facility level as part of the initial deployment/roll out plan.
c) The Supplier will provide all training materials and user manuals.
d) The Supplier is required to provide training materials for all updates regarding the use of the system and services provided by the Supplier.
e) The Supplier will provide, at a minimum, enhancement and update training for all GDC staff involved with the delivery of services by the Supplier. Enhancement and update training can occur as a web conference over the Internet with the approval of GDC.

WARRANTY

- Equipment and services purchased by offenders include, but not limited to MP4 players must carry a 90 days warranty that it is free from defects in material and workmanship. If defects are identified, the Supplier agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the customer. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Warranties involving significant failure or repetitive failure of the same device/service shall be determined by the GDC.

- Technical failure for the delivery of services such as video visitation, email, video grams, etc., the Supplier will provide a refund to the friend or family member who originally purchased the service. Refunds are not required on the part of the Supplier for failures in the delivery of these services, when purchased by the offender. They will instead issue a credit to the offender's account. Incidents

involving significant failure or repetitive failure of the same device/service shall be determined by the GDC.

SERVICE AND MAINTENANCE

a. The Supplier will provide a computer-supported system of tracking Service Desk/Help Desk Support service "tickets", the collection or recall of equipment and the shipping of replacement equipment to offenders.
b. All communication between offenders and Supplier employees will occur through the Kiosk, and any service requests for equipment will be documented and the local offender kiosk Point-of-Contact (POC) must be copied on all responses by the Supplier.
c. The Supplier must ensure that regularly scheduled system maintenance does not negatively impact the ability of offenders and families to communicate or process transactions.
d. The Supplier must ensure that full documentation of system failure or technical interruption resulting in crediting offenders/families for incomplete or interrupted communication or kiosk charges due to system failures is maintained.
e. The Supplier must ensure that a plan for data lines and connectivity is in place, prior to implementation, should capabilities at the institutions be limited as a result of kiosk installation.

STAFFING

a. The Supplier will provide an Account Manager to service the GDC Contract and to act as the primary Point-of-Contact for all contractual decisions and actions. The Account Manager, and any replacement, if required, must have a minimum of two (2) years experience supporting contracts of similar size.
b. The Supplier must ensure that each facility has a designated Point-of-Contact for Issue Resolution at each location. Where technical repair is required, the Supplier will ensure that a technician is able to respond within 2 hours of notification of system failure.
c. The Supplier will ensure that all staff accessing GDC facilities or data have the appropriate background checks and security clearances prior to arrival or accessing data.

KIOSK SERVICES

MINIMUM KIOSK FUNCTIONALITY

- Individual kiosks must be provided by the Supplier at an initial rate of 1 kiosk to 75 offenders or 1 kiosk per dorm/housing unit as approved by the GDC. Kiosks must be available for use and supported 24/7, 365 days per year, have security of access controls, and have the capability to offer any or all of the Supplier's services on one unit. The Supplier shall be responsible for any expenses required for the repair of the equipment.

- Access to kiosk applications must be secure, using the offender's ID number and one other form of verification method (i.e. photo, password, security questions) in order to authorize login. If the MP4

player is removed and/or re-attached from the Kiosks the login should be terminated. If the offender needs to use the Kiosks they will have to re-login and provide necessary credentials.

- Supplier must ensure that battery-backed alarms with detectors on all openings are implemented where entry might be forced. Kiosk Alarm must be manually set to ring for a period of time with shrill alarm; Capable of activation/deactivation at a remote location designated by the institution; and proven not to provide false signaling regarding remote alarm. Kiosks must have sealed openings for power and phone lines as needed, and have adequate ventilation to include fans as needed for components.

- All equipment will operate on a regular 120 volt, 60 hertz, AC power and be "UL" or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.

- Each kiosk must have a touch screen video display monitor capable of displaying digitized photographs, graphics, and videos, etc. Monitors must be Energy Star Compliant with a minimum level of EPEAT Bronze. Monitors must be a minimum of 17" in size across the diagonal, having an associated graphics control board with video drivers. While the GDC prefers all touch screen kiosk no supplier will be excluded if keyboard-enabled kiosk are appropriately identified and bid accordingly.

- Touch screen monitor must be secure, safe and capable of withstanding heavy usage in a correctional environment. It must be scratch resistant. Supplier must provide any special care required to keep the screen clean, and prolong the viewing and usage life expectancy. Touch screen monitor must reduce the ability to read the screen when viewed from the side to prevent others from viewing displayed information.

- The Supplier will ensure that all displayed messages will be available in English and Spanish. The Supplier must be able to provide translation for displayed messages and instructions as determined by the GDC.

- Supplier Kiosk System must provide for transaction processing messages, messages that prompt offenders during their time on the kiosk, industry standard error messaging, customized error messaging and provide a functionality containing instructional prompts on how to use the Supplier's system.

- The Kiosk must provide for an interface to allow offenders to access the Commissary and conduct purchases. Where the provider of the kiosk and the provider of the commissary are not the same, the two must work together to ensure that all functionality are available through the kiosk.

- The offender Kiosk must interface with the GDC offender financial system to display offender accounts.

EMAIL SERVICES

- Internet access/direct email by offenders is not allowed within the GDC and the supplier must insure that its offender email, video visitation and other systems are managed by the supplier.

- Provide the ability to compose and send outgoing e-mails, read incoming emails and view attached digital photographs after they have been reviewed. In addition to picture attachments, system must allow offenders and senders to attach a short video clip (approximately 60 seconds in length) to an email message
- Friends and family will pay all fees for incoming mail and offenders will pay all fees for outgoing mail.

- Senders shall be able to register for a free account on the Supplier's website in order to send and receive mail.

- The Supplier's system shall employ a "text-scan" software program to check all messages against a predetermined list of words and phrases. All emails that are found to contain these words or phrases should be flagged for review by GDC staff at the appropriate correctional facility. Keyword Search may be modified at any time. In addition, all emails that have an attachment, i.e., image or video file, shall be flagged for review by GDC staff.

- Offender email must be storable by Supplier or transferrable to GDC Storage. Archived messages should be made accessible to GDC staff upon request. The retention of this archived material should be permanent and should be available to the GDC, even after the end of any awarded contract.

- The Supplier will provide all components necessary to allow offenders and select GDC staff, i.e., warden, deputy wardens, chief counselor, chief of security, unit manager, counselors, etc. to send and receive electronic mail. This electronic messaging system is intended to replace the current paper and pencil (pen) system used to communicate. Furthermore, this messaging must also function as a system disseminating announcements to the local offender population. GDC Staff will be able to access e-mail and messaging functionality from their own desktop, mobile, or other applications.

- The electronic messaging system must have a spell-check option built in the system to check and correct outgoing messages before those files are sent.

- The requirement for supplier to provide equipment and supplies to enable GDC local staff to manage the services has been removed.

AUDIO VISUAL SERVICES

VIDEO VISITATION

- The Supplier shall have the capacity to provide Video Visitation Services on the same offender kiosk the Supplier has installed. Visitors should be able to purchase and schedule video visits from the Supplier's website. Visits must be accessible from any location with a computer, video camera, speaker, and microphone without installation of additional software.

- The Supplier will record all video visits; recorded visits shall be saved, stored and readily available by the Supplier for future use by the GDC. The GDC shall have the ability to monitor all visits in real time and undetected. The GDC shall have the ability to end a session at any point, as deemed necessary.

- Recorded visits must be stored and maintained by the Supplier for the duration of the contract and there must be sufficient guards against recording failures. The files must be centrally located and accessible remotely via secure web connection. The Supplier should provide the GDC with an option to move the stored videos to their own network as deemed necessary or at the end of any contract.

MP4 PLAYER

- The Supplier will provide access to corrections-grade MP4-TYPE-type players for purchase by Offenders. These devices must interface with an operating system that allows offenders to also purchase and download approved media to include (but not limited to) educational materials, educational courses/text books, music, books, newspapers, magazines, video, games, etc. These downloads must be accessible directly through a kiosk or wirelessly. Furthermore, search and download of such items as mentioned above should only be permitted using the same kiosk and/or wireless system that the Supplier has installed.

- A variety of MP4-type player devices in terms of size and functionality must be available to Offenders. All models will be approved by the Georgia Department of Corrections (GDC) prior to offering. MP4-type player must be composed of clear parts and contain anti-theft features. Sound shall only be emitted through the headphone/ear buds.

- The player shall contain download capability that is limited to the contents available on the kiosks or wirelessly that has been approved by the GDC and provided directly by the Supplier. The player shall not have any functionality when plugged into a device other than an approved kiosk or noted IP address if a wireless connection.

- From the kiosk, offenders must be able to browse a catalog and be able to preview the media, i.e., listen to a short preview (snippet) of the song or read a summary description of a book and receive downloads of photos and videos sent by a family and/or friends through the offender email system.

- The player should have a rechargeable battery through an AC adapter that can be fitted to the MP4 device. In addition, AA battery option must be an available option in the MP4 device for use in facilities where access to electrical outlets is limited. Provide a description of other, available options.

- Players must be capable of having their security features removed when an offender is released in order to be able to download media outside of a GDC facility.

- All downloads of any service provided by the Supplier must be accomplished without direct access to the internet. Supplier must offer a large variety of titles and genres available for purchase; must have contractual rights to distribute digital media from major music labels or other entertainment fields to provide reasonable volume of acceptable media content for all media items mentioned above. (Please provide examples) The Supplier must be able to customize media catalogs for approval by the GDC. Such media catalogs include, but are not limited to, music, video, book, magazine purchases.

- The Supplier will ensure that all download/data retrieval times for offender purchases of all media types and for reports requested by GDC staff will meet current and acceptable industry standards. For example, downloads for music purchase should not exceed 90 seconds for purchases of individual songs.

- The Supplier will provide currently accepted industry security features. This includes any locking features to prevent music sharing, etc.

FINANCIAL SERVICES

MONEYTRANSFER / LOCKBOX

- Supplier will provide a variety of payment channel options (this would include phone, internet, walk-in and money orders). Offer a walk-in payment option, which has major retail locations throughout the United States. Detail available options and provide a list of major retailers involved in your programs.

- Provide an electronic file of the previous day's transaction activity. Detailed requirements for the daily file are to be determined by the GDC's banking software. The electronic file will also include information on all funds received by the Supplier.
- The Supplier must use the Offenders file provided by GDC so that funds are accepted only for valid Offenders names and Offenders numbers.

- Guarantee delivery of funds after the electronic file of daily transactions is made available to the GDC. Supplier takes full responsibility in instances of fraudulent or erroneous transactions.

- Deposits of all collected funds via Automated Clearing House (ACH) shall be made every weekday (once per day) for the previous day's transactions. For example, transactions received on the weekend will be aggregated in the Monday electronic file of daily transactions and deposited via ACH on Tuesday. In the case of State holidays, processing will be delayed until the next business day. This is necessary for accounting staff to balance daily batches and make sure funds are posted properly.

- Store details of all transactions in a database and make each transaction available to GDC via an online interface provided by the Supplier. Allow all transactions to remain available to GDC for review, whether via the online interface or an archive retrieval process. This interface will allow GDC to look up transactions and generate ad hoc reports.

- Provide an intelligence feature that allows GDC to identify who is sending money. The user interface shall be able to show links between senders and Offenders, for example, how many Offenders are receiving funds from a particular sender, and how many Offenders are receiving funds from multiple senders. The transaction database shall include transactions with other prison systems serviced by the Supplier to the extent possible through data sharing agreements.

- Provide functionality to allow GDC to control and restrict the flow of funds to and from various individuals.

- Provide 24/7 customer service which must be available for senders to inquire about their deposits in English or Spanish. Be responsible for responding to and resolving any inquiries from senders and GDC staff.

- Provide marketing materials to inform senders of the service. All materials must be approved by the GDC prior to circulation.

- Agree to provide a secure system so that unauthorized users cannot access GDC's information.

- The Supplier must comply with all federal and state banking regulations and must maintain state money transmitter licenses in all states where Supplier collects payments and where required by that state.

- The Supplier must describe in detail its security measures that prevents its database from being compromised, i.e. sender or credit card information.

- Lockbox Services must provide a secure receipt process for all money orders and cashier checks.

Debit Release Cards

The supplier should offer an automated debit cards solution to facilitate the transfer of an offender's remaining trust account balance upon release. The release card program must be fully integrated into

the deposit platform by the supplier and should not be provided by a sub-supplier. The card brand must be nationally recognized and accepted by all merchants. All materials should be provided at no cost to the GDC.

- Provide a system whereby debit cards stored at each GDC facility can be activated by staff at the respective GDC facility or by central office.

- Cards must be provided in a sealed envelope with a unique identification number displayed in the window of the envelope. Staff must be able to key in this unique identification number into Supplier's user interface to load funds onto the card and allow the GDC to load additional funds onto a card at a subsequent date.

- Provide a method for an offender's information and trust account balance to be loaded onto the card. Funds must be made available for immediate use of the card.

- Offer 24/7 customer service to answer questions from released offenders about the card. Issues must be resolved in real time.

- Compile reports of all debit card activations, reloads, modifications and voids.

- Ensure access to funds on the card through a nationally recognized interbank network for ATM withdrawals.

- The Supplier will provide the GDC with an interface that will allow the debits cards to be loaded through the GDC Financials application and uploaded to the proposer's database, without double entry on the part of GDC staff. Describe interface.

- Interface purchases with the offender banking system, i.e. offender account information.

  The offender kiosks must interface with the GDC offender financial systems to display offender accounts. In addition, this Internet access/direct e-mail by offenders is not allowed within the GDC and the Supplier must ensure that its offender email, video visitation and other systems are managed by the Supplier.

Reports

The supplier must supply a variety of reports regarding the services provided by the supplier. These reports need to provide the GDC with a monthly status of the overall quality and quantity of services

for contract monitoring purposes. In addition, reports need to address, but not be limited to, intelligence reporting about offenders and other interactions that are involved with GDC investigations.

- The Supplier will provide intelligence reports that include, but are not limited to, customized system alerts, cross jurisdictional analysis, graphical mapping, relational and transitional analysis, etc.

- All reports must be available on-line to staff at the local and central office levels. The reports need to be part of the software application as well as being available through an Ad Hoc reporting feature in the software application. Detail your capability to provide access to reports and process for generating Prioritized Reports as specified in the Program Requirements Document.

- The Supplier must provide reports and be available on-demand based upon a priority system regarding the urgency for creating a report. Examples of reporting requirement include, but not limited to: Use and statistical reports by function. (i.e., Banking queries, store sales, phone time, etc., accounting reports). A priority one request must be completed within 1 business day; a priority two request must be completed within 2-3 business days; and a priority three would be 5-7 business days.

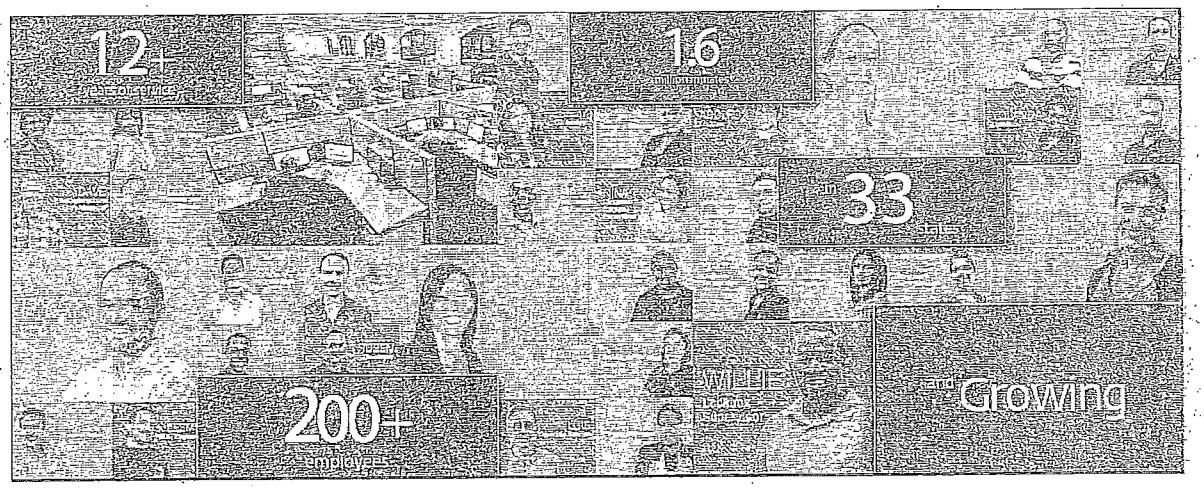
- The Supplier's system must provide GDC the capability of producing and downloading reports in formats required by the GDC such as, but not limited to Excel, Oracle, or other formats compatible with existing GDC databases.

- The Supplier will provide kiosk operational statistics. Examples of such reporting include, but not limited to, internal operational information on the software, an ability to look at up-time logging data and monitor kiosks, and full monitoring capabilities (KVM/Power).

Attachment K: Company Profile

Supplier Information

- Supplier must provide a company profile.



A Platform Technology Company

JPay is a true Platform Technology Company, based in South Florida, dedicated to the single purpose of designing and delivering consumer facing applications for the corrections marketplace. We are highly focused on developing products that assist agencies in fulfilling their mission to rehabilitate offenders and reduce recidivism while keeping the facility and community safe. Our platform offers the best options for offenders to communicate with their friends and family, access media and learn new technology. Most importantly, the platform gives agencies a more efficient way for staff to manage offenders. Today, after 12 years of business, JPay is available to over 1.6 million offenders in over 30 Departments of Corrections.

Our Core Values

We truly believe that by sticking to our core values we will always succeed in building the best products for prisons. JPay is the market leader, which causes competitors to focus on imitating our products after observing our success. At JPay, we prefer to focus on customer and client satisfaction. The attention paid to our end users, relentless pursuit of longevity and constant innovation are the core values that enable us to succeed.

Consumer Centric

We believe the only way to succeed in modernizing prison operations with consumer facing technology is to get massive consumer adoption. Without an active customer base, the product simply sits and collects dust. JPay pours resources into all customer touch points – whether it's the user experience (the ease of use of the application) or the live rep that is assisting the phone customer with an issue. We like to think our level of customer care stands out in an industry where the customer is typically secondary to profitability. By focusing on the customer first, we are able to see the bigger picture.

Long Term Orientated

Our mission is to be the standard offender services platform for our country's prisons and jails. The company therefore pursues projects only if they will add value to the platform. For example, we recently added commissary ordering to the platform so offenders can order commissary electronically from the kiosk. With our sole focus on building out the platform, we are able to continue to build and deliver the best products and services to streamline prison operations.

Genuinely Like to Invent

For years, JPay has been the pioneer and first to market for many of these technologies. This is because we have a deep and constant desire to make the best possible products for our customers. Customer feedback drives JPay's desire to build more functionality and modify existing systems to better service our customers.

The Platform

JPay hosts and maintains the infrastructure that delivers various content and communications to and from offenders. Our platform consists of offender payments, kiosks, tablets, networks, cloud storage and a host of offender and family facing applications. The platform not only has embedded applications designed by JPay but also has an open architecture that allows third parties to deliver services via APIs. JPay's offender kiosk currently offers access to email, account balance and statements, commissary ordering, video visitation, a digital media store and other features designed to alleviate the strain on precious agency resources.

Our Partnership with Georgia

Georgia

Georgia has played a significant role in JPay's maturity as a company. GDC was an early adopter of kiosk technology and has provided JPay with more than 6 years of valuable feedback and critical input. GDC has helped JPay not only create great products but learn how to better manage our offering from inside the prison walls.

For several years, JPay has provided offender trust account and probationer payments for GDC as well as release debit cards. In addition, we have delivered several pilot facilities with networks and kiosks in order to provide email, JP4 players, music, video visitation and more. All of JPay's services and products have met great success and exceeded expectations.

To date, JPay in GDC:

- *Processed over $98,000,000 dollars in trust account payments*
- *Processed over $38,000,000 in probationer payments*
- *Sent and received over 945,000 emails*
- *Sold tablets to over 50% of the available population*
- *Sold, on average, over 10 songs per month per player*

Today, JPay commands the largest market share of GDC's electronic payments. In addition, more than half of the offender population has purchased JP4 players – a tremendous number. We believe with a statewide rollout and new product offering, we can reach closer to 80% adoption!

New Products



JPay is pleased to announce a host of new products and functionality coming out in the next few months. Throughout this proposal, GDC will notice this icon on the left, indicating a new product, feature or service. Several of these products coming to market in the first half of 2014 include:

Tablet Kiosk

JPay is introducing a tablet kiosk that can replace the PC/keyboard based model we use today. The new kiosk is debuting with a new user interface and includes all features on today's kiosk – and more. The tablet kiosk's smaller dimensions will enable JPay to install more units, using a ratio 2 to 3 times greater than the number of kiosks we install today. This will propel user adoption by allowing more offenders to use the kiosks more often, thereby streamlining prison operations and, at the same time, teaching offenders how to utilize today's technology.

VideoGrams, Reinvented

The newly redesigned VideoGram product is a stand-alone app that lets family and friends create 30 second video clips from their smartphone. The offender can respond from the kiosk and a video conversation commences. This innovation is significant because we now have a way for family and offenders to communicate, using video and smartphones, with lower fees than traditional video visits. Staff must approve all videos prior to delivery.

Commissary Ordering

JPay has successfully launched a commissary ordering application on our offender kiosks throughout the state of Indiana. The DOC has been able to do away with bubble sheets and move to an automated system while allowing their in-house prison industries to continue to provide commissary services. This same technology can be rolled out onto every kiosk JPay deploys, making electronic commissary ordering (with pictures) an option for every GDC offender.

eBooks and Educational Materials

JPay has secured a deal to offer eBooks for offender download through our digital media platform. Over 650,000 eBooks from all major publishers as well as independent titles will be available. In addition, educational content will be offered in the form of videos, books and applications.

Facility System Facelift

All of JPay's products and services are administered by approved agency staff through our secure online portal, called the Facility System. GDC staff members are already familiar with this user friendly interface. However, JPay plans to unveil a "facelift" of all current screens, enhancing its colors, fonts and layouts prior to this new deployment. We hope you enjoy getting the preview of the new design.

Information provided shall include:

- Company ownership (sole proprietor, partnership, etc.).

JPay Inc. is an S-Corporation.

- Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. Please be advised incorporated companies must register with the State of Georgia, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Georgia and the company.

JPay was incorporated in Delaware on December 3, 2002. JPay is registered with the Georgia Secretary of State as a foreign corporation.

- Georgia Business License Number

2792695

- Legal entity Name

JPay Inc.

- Is "Legal Entity Name" the same name as Proposer/Contractor is doing business as? (Yes/No)

Yes.

- Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the Proposer/Contractor or in which the Proposer/Contractor has been judged guilty or liable with the State of Georgia.

None.

- Location(s) of the company offices and location of the office that will provide the services described in this RFP.

12864 Biscayne Blvd.
Suite 243
Miami, FL 33181

- Number of employees, both locally and nationally.

There are 243 Employees on the JPay team.

- Location(s) from which employees will be assigned.

12864 Biscayne Blvd.
Suite 243
Miami, FL 33181

- Name, address and telephone number of the Proposer's point of contact for a contract resulting from this

Errol Feldman
Chief Administrative Officer
12864 Biscayne Blvd.
Suite 243
Miami, FL 33181
(954) 862-6903
efeldman@jpay.com

- Has the supplier ever been engaged under contract by any State of Georgia agency?

Yes. In December 2008, JPay entered into a Service Agreement with the Georgia Department of Corrections (GDC) to provide electronic offender payments and release debit cards. In August 2009, JPay was contracted by GDC for an offender kiosk pilot program.

- Is the Proposer/Contractor or any of the Proposer's employees employed by the State of Georgia, any of its political subdivisions or by any other government? (Yes/No) If "Yes," specify when, for what duties, and for which

No.

- Resumes of Key Staff Responsible for the Delivery of Services within the Proposer/Contractor's Organization

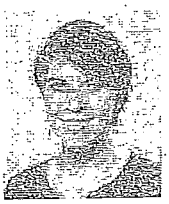
Lee Posner – VP of Client Relations



Lee serves as a liaison between JPay's Sales and Client Services Teams. In the six years Lee has worked at JPay, he has managed multiple accounts, implementations and sales cycles. Simply put, Lee has grown to become the "go to" person and makes a great fit serving as one of GDC's main contacts.

- Available 24/7/365 to respond to client concerns
- Assists with the implementation of services and client communication
- Available for ongoing support of contract concerns or questions

Jessica Lust – Director of Client Services



Jessica has been with JPay since February 2010 and has been the main point of contact of many of JPay's large client installations. She oversees JPay's entire Account Management division and has extensive experience supervising the team responsible for responding to facility concerns.

- Heads JPay's 12 person Client Services Team
- Directs JPay's Help Desk in training, marketing, troubleshooting and overall client support
- Serves as liaison between facilities and JPay's Development Team

Chad McGowen – Trainer



Chad will be GDC's trainer and a backup contact for day-to-day operations. He will conduct extensive training sessions for staff and offenders as well as contribute to overall client support throughout the duration of the contract.

- Manages service implementation and start-up for new client accounts
- Conducts a thorough needs analysis to optimize understanding of a correction system's needs
- Develops training plans specific to the needs of each jurisdiction and tailored to each audience

Angie Fellig – Senior Help Desk Analyst



Angie has been with JPay for close to eight years and has intimate knowledge of JPay's systems. Angie has been very hands on over the last several years with GDC's operations. As always, Angie is available 24/7/365 to respond to inquiries and concerns from all levels of GDC staff.

- Assists with client services including training, troubleshooting and overall client support for over 30 Department of Correction agencies
- Processes supply orders for facility mailrooms
- Conducts remote and follow up training sessions for staff members
- Acts as the "go to" person for system related issues.

Melvin Gerena – Product Manager



Melvin has been with JPay since March 2010 and is responsible for all financial service related products including inmate banking and release debit cards. Melvin is always looking to ensure the best-in-class service to our customers.

- Manages in-life product performance and identifies innovative and creative product solutions
- Oversees all product integration/launches/changes throughout product life cycle
- Develops and conducts specialized training on new products and features for JPay's employees and clients

Kamil Konopka – Technical Project Manager



Kamil has been with JPay since February 2012 and will be responsible for a timely and proficient deployment of the services for GDC. Kamil's technical experience includes the administration of multi-phase implementations, customer-focused delivery methods and process improvement expertise.

- Owns full project life cycle
- Works collaboratively with the technical, deployment, product and business teams
- Manages any external contracts and suppliers to ensure a successful installation
- Credentials include Black Belt in Six Sigma, Certified Scrum Master and Project Management Professional

Ernesto Fernandez – Field Engineer



Ernie is based at JPay's headquarters and is responsible for GDC's kiosk network. He will participate in site surveys to determine the optimal placement for inmate kiosks. Ernie will also make periodic on-site visits to conduct on-going maintenance and provide technical support for inmates as well as facility staff.

- Responsible for managing entire network footprint for GDC
- Installed, configured and deployed over 50 facilities
- Manages equipment, inventory, new orders and replacement parts

Eric Brown – Field Engineer



Eric will be GDC's designated field engineer responsible for kiosk and network support. He will also participate in site surveys and provide continuous technical support for the GDC contract. Eric is a former GDC employee and familiar with GDC personnel and procedures.

- Responsible for managing all GDC facilities
- Installed, configured and deployed multiple inmate kiosk sites
- Manages equipment, inventory, new orders and replacement parts

Attachment L: References

The contractor is required to provide the following information regarding entities that have been identified as references for purposes of the RFP.

1. *Client Name*

   Michigan Department of Corrections (MIDOC)

2. *Project Description*

   This is a contract for inmate trust account payments (including money order payments), release debit cards and inmate kiosks for email, video visitation and media downloads. JPay is available to all 44,113 Michigan inmates in all 34 facilities.

3. *Project Dates (starting and ending)*

   2009 – Present

4. *Technical Environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)*

   JPay installed a segregated network on MIDOC's infrastructure, which operates on fiber and Cat-5 cabling. This network is completely secure and has no impact on MIDOC's resources.

   440 inmate kiosks are installed with an OS of Windows 7; the kiosks can only run JPay's proprietary software. Firewalls are deployed at each location to prevent external access. JPay monitors the health of the network and kiosk connectivity from our Network Operations Center (NOC) in Florida.

5. *Staff assigned to reference engagement that will be designated for work per this RFP (To reference engagement that will be designated for work per this RFP)*

   - Jessica Lust, Director of Client Services
   - Dave Lareau, IT Director
   - Hezi Ben Moshe, Director of Deployments
   - Network Operations Center (NOC) Team
   - 100 Bilingual Customer Service Agents

6. *Client project manager name, telephone number, fax number and e-mail address:*

   Name: Deb Kline
   Tel: (517) 780-6210
   Fax: (517) 335-1426
   Email: klined1@michigan.gov

1. *Client Name*

   Ohio Department of Rehabilitation & Corrections (ODRC)

2. *Project Description*

   JPay has been providing one-way inmate email for ODRC since 2010 and lockbox services since 2012. JPay is available to all 51,712 inmates within 32 facilities. In November 2013, JPay completed installation and deployment of 400 inmate kiosks statewide, which are now live for two-way email, video visitation and media downloads.

3. *Project Dates (starting and ending)*

   2010 – Present

4. *Technical Environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)*

   JPay's kiosks are directly connected to ODRC's network through their fiber and cabling. This secure network is segregated using a VLAN provided by ODRC.

   Almost 400 inmate kiosks are installed with an OS of Windows 7; the kiosks can only run JPay's proprietary software. ODRC has deployed firewalls at each location to prevent external access. JPay monitors the health of the network and kiosk connectivity from our Network Operations Center (NOC) in Florida.

5. *Staff assigned to reference engagement that will be designated for work per this RFP (To reference engagement that will be designated for work per this RFP)*

   - Jessica Lust, Director of Client Services
   - Lee Posner, VP of Client Relations
   - Dave Lareau, IT Director
   - Hezi Ben Moshe, Director of Deployments
   - Network Operations Center (NOC) Team
   - 100 Bilingual Customer Service Agents

6. *Client project manager name, telephone number, fax number and e-mail address:*

   Name: Annette Chambers
   Tel: (614) 752-0283
   Fax: (614) 752-0201
   Email: annette.chambers-smith@odrc.state.oh.us

1. *Client Name*

   Texas Department of Criminal Justice (TDCJ)

2. *Project Description*

   JPay's inmate deposit and inbound email services are available to all 164, 652 inmates within TDCJ's 115 state prison facilities. To facilitate the printing and distribution of inbound inmate email, JPay installed printers in every facility's mailroom.

3. *Project Dates (starting and ending)*

   2004 – Present

4. *Technical Environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)*

   JPay's custom-designed scanning solution was developed entirely to meet the needs of the nation's largest prison system. The application is embedded in JPay's Facility System. JPay developed an interface with TDCJ's phone vendor whereby inmate phone kites can be transmitted directly using printers/scanners. This invaluable communication tool allows the vendor to resolve inmate phone issues without burdening facility staff.

5. *Staff assigned to reference engagement that will be designated for work per this RFP (To reference engagement that will be designated for work per this RFP)*

   - Jessica Lust, Director of Client Services
   - Lee Psoner, VP of Client Relations
   - Chad McGowen, Trainer
   - Angie Fellig, Senior Help Desk Analyst
   - 100 Bilingual Customer Service Agents

6. *Client project manager name, telephone number, fax number and e-mail address:*

   Name: Lynda Cobbler
   Tel: (936) 437-1490
   Fax: (936) 437-4797
   Email: lynda.cobler@tdcj.state.tx.us

1. *Client Name*

   Florida Department of Corrections (FLDOC)

2. *Project Description*

   JPay collects deposits for this population of over 101,000 inmates throughout FLDOC's 77 public plus one private facility, as well as court ordered payment obligations for close to 250,000 probationers. In July 2013 JPay added lockbox payments and became FLDOC's exclusive provider.

3. *Project Dates (starting and ending)*

   2005 – Present

4. *Technical Environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)*

   Each day JPay receives an inmate data file from FLDOC through a secure FTP exchange. JPay then transmits payment data back to the facility through the same technical environment.

5. *Staff assigned to reference engagement that will be designated for work per this RFP (To reference engagement that will be designated for work per this RFP)*

   - Jessica Lust, Director of Client Services
   - Angie Fellig, Senior Help Desk Analyst
   - Kamil Konopka, Technical Project Manager
   - 100 Bilingual Customer Service Agents

6. *Client project manager name, telephone number, fax number and e-mail address:*

   Name: Jeffrey R. Straley
   Tel: (850) 717-3850
   Fax: (850) 414-7405
   Email: straley.jeff@mail.dc.state.fl.us

1. *Client Name*

   Pennsylvania Department of Corrections (PADOC)

2. *Project Description*

   This is a contract for inmate trust account payments (including money order payments). JPay is available to all 51,075 inmates within 27 facilities. Every payment directed to a Pennsylvania inmate trust account is processed by JPay. Based on JPay's strong performance, in 2010 PADOC expanded our contract to also include inbound email services.

3. *Project Dates (starting and ending)*

   2007 – Present

4. *Technical Environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)*

   To facilitate the printing and distribution of inbound inmate email, JPay installed printers in every facility's mailroom. Paper and toner are provided at no cost to the facility.

5. *Staff assigned to reference engagement that will be designated for work per this RFP (To reference engagement that will be designated for work per this RFP)*

   - Jessica Lust, Director of Client Services
   - Angie Fellig, Senior Help Desk Analyst
   - Melvin Gerena, Product Manager
   - 100 Bilingual Customer Service Agents

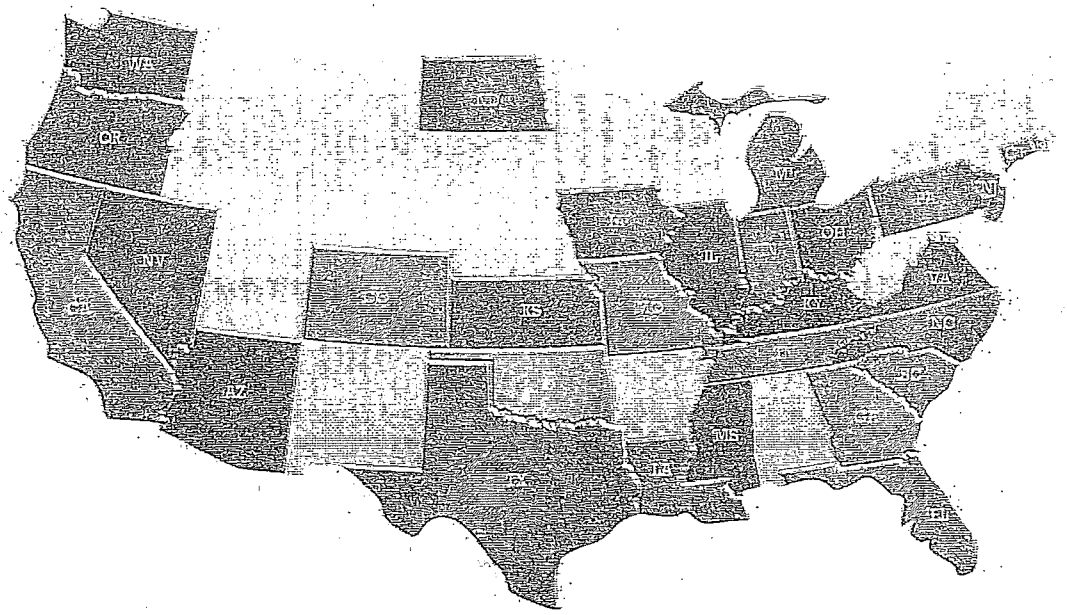
6. *Client project manager name, telephone number, fax number and e-mail address:*

   Name: Mike Knaub
   Tel: (717) 731 4483
   Fax: (717) 728-4079
   Email: mknaub@pa.gov

3. *Supplier will provide a detailed description of their past experiences with other State or Federal Correctional Facilities (other than State of Georgia) where system interfaces between the Supplier's system and the other DOC applications have successfully occurred. Include in the discussion how issues identified during the engagement were identified, addressed, and resolution status.*

Interface Experience

JPay has over 12 years of experience creating and maintaining interfaces with our correctional partners. To date, JPay has seamlessly integrated with 30 state Departments of Corrections agencies to support the very same products and services requested by GDC. JPay has not come across an interface or integration that we couldn't complete.



Integration Types

Most, if not all, of JPay's products and services are supported by a handful of file integrations. The most important is JPay receiving a daily offender file from the agency consisting of a list of all the agency's offenders. Specific information including full name, ID, facility, living unit, gender, security level and trust account balance is on the offender file. With this data JPay is able to support payments, release cards and kiosk services.

For offender payments, a daily file swap occurs between the agency and JPay. After JPay receives the offender file, JPay sends a payment file to the agency consisting of the previous day's payments. This file swap is replicated for probationer payments. These integrations allow for JPay to collect payments only for offenders and probationers who are on the agency's roster and allow the agency to accept electronic payments by simply accepting a flat file and uploading it to their trust accounting software.

To support offender purchases from the kiosk, JPay sends the agency a daily purchase file of all offender requests to purchase JPay Media Credits. The agency, in turn, sends JPay a confirmation file of all offender purchase requests.

If GDC would like to interface using web services, JPay is happy to accommodate this request. JPay can provide an SDK or set of APIs to GDC to assist with the integration. This will allow for real time offender lookup, real-time transaction posting, real-time account balance updates to offenders on the kiosk and more. This will also enable GDC staff to activate release cards from the GDC staff portal instead of using JPay's Facility System.

Transaction Types

Many transaction types can be accomplished from the basic interface described above. The following functions can be performed once the interface is completed.

- Trust account payments
- Verify inmate name, ID and location
- Parole and probation payments
- Verify probationer name, ID and status
- Issue, modify and void release cards
- Allocate release cards to facilities
- JPay Media Credit purchases
- Distribute email to/from senders and inmates
- Allocate available kiosks
- Email stamp purchases
- JP4 player purchases
- Media purchases
- Commissary ordering
- Offender to/from staff communications

State DOC Integrations

Indiana Department of Correction

Several DOCs, such as Indiana, only accept deposits from customers who are on an inmate's approved visitation list. In accordance with the DOC's rule, JPay now verifies every customer against an approved visitation list file JPay receives each day via SFTP from the DOC. This is a prerequisite before an Indiana DOC customer can send money or schedule a video visit. The visitor file feature is now used by more than 10 correctional agencies.

Michigan Department of Corrections

In addition to the integrations listed above, JPay is integrated with Michigan's central intelligence platform. We send a weekly data file to the state which enables the DOC to layer JPay's payment data against other state data.

Ohio Department of Rehabilitation and Correction

In Ohio, JPay developed an iFrame on the inmate kiosk so inmates could have access to information on ODRC's proprietary offender management system. One of the links is to ODRC's "Frequently Asked Questions" page which gives inmates immediate access to facility policies and procedures. This has proved a tremendous success in reducing the amount of policy questions asked in the form of kites to staff.

Kansas Department of Corrections

In Kansas, JPay interfaces with the inmate banking system to give inmates the ability to access their trust account balances and transaction history in real time on the inmate kiosk. Inmates can also order printouts of their banking statements along with hard copies of mail and attachments. The printouts are generated and distributed by the mailroom with JPay provided printers. In addition, when an inmate buys stamps or digital media at the kiosk, JPay interfaces with the Kansas inmate banking system to debit their account for the purchase.

Texas Department of Criminal Justice

JPay has custom-designed several interfaces for the nation's largest correctional system. In addition to the inmate file / deposit file integration, we have integrated with TDCJ's phone vendor so customers can purchase prepaid and debit phone time through JPay. JPay has also developed a phone kite system in conjunction with the state and the phone vendor so that inmate phone issues can be transmitted directly to the phone vendor. This invaluable communication tool allows the vendor to resolve inmate phone issues without burdening facility staff.

4. *Provide a detailed description of your selection process for employees and support mechanisms that ensures that all appropriate background checks, immigration verification processes, and security clearances have been obtained (for any staff accessing facilities or data)prior to arrival or accessing data.*

Employee Verification

When JPay thinks about hiring employees we don't necessarily hire for open positions. We look for people that are top performers, individuals that have the right values and are able to fit in with our company culture. When we find these individuals, we make a position for them. We are always recruiting because we strongly believe the key to a successful company is the team and the JPay team is supreme.

Background Check

Considering the nature of our business, candidates go through a rigorous screening process including whether or not the candidate or any of the candidate's family and friends have been or currently are incarcerated. A full background check conducted by an outside firm is conducted as well. A candidate's records are then verified for every county and state in the United States.

Immigration Verification

The immigration status of all of our candidates is verified with an I-9 form that is completed within 3 days of hire. To confirm that the candidate is eligible to work in the United States, we use e-Verify an Internet-based system that compares information from an employee's I-9 to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

Security Clearance

A JPay employee entering into a DOC facility will first fill out the DOC clearance form. This form will be faxed or emailed to the central office point of contact as well as the institution for processing and approval. Upon approval, the employee will arrive at the institution with proper identification to complete the clearance process.

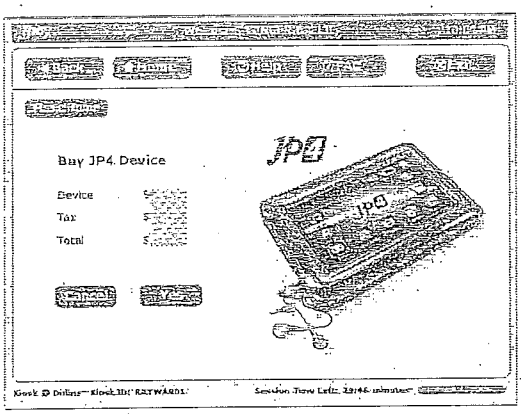
5. *Describe your process for generation, historical review, and archiving of transaction processing messages, messages that prompt offenders during their time on the kiosk, industry standard error messaging, customized error messaging and access or functionality related to instructional prompts on how to use the Supplier's system.*

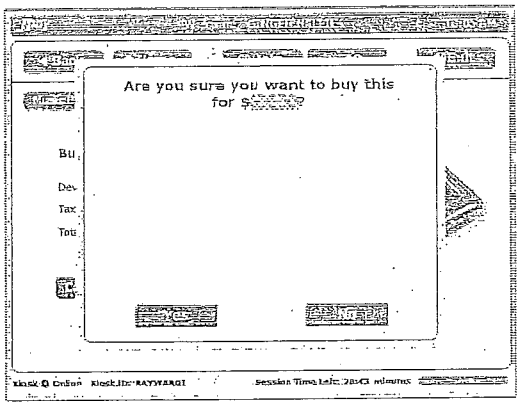
Prompts, Messages and FAQ

JPay has dedicated user interface experts that work with product owners to develop all of the messages the offenders see, including prompts, informational/help messages and those relating to transactions. These messages are built in throughout the system to help the user navigate the kiosk easily and efficiently. There are literally hundreds of prompts and messages that assist the user for each product and service offered. In addition, logs are created for each user action. These logs are stored and later used for reporting to learn where users have troubles or where an error might have occurred. Below are some examples of the different types of messages that offenders may encounter while using the JPay kiosk.

Transaction Messages

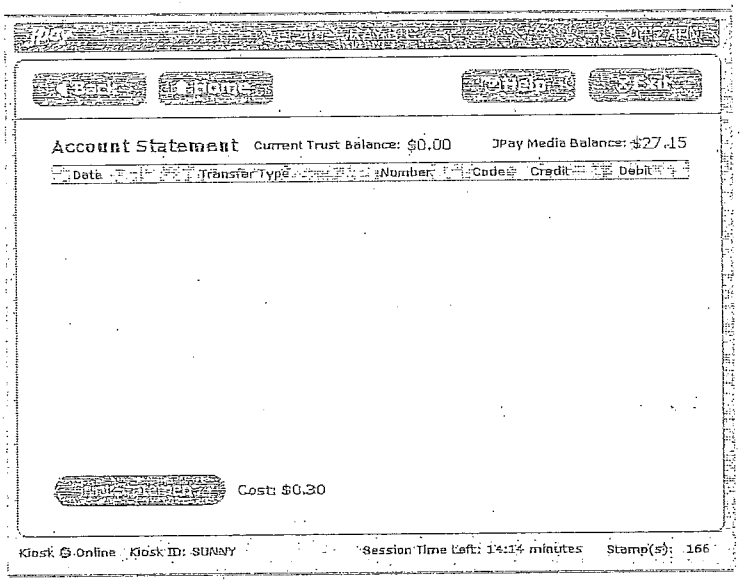
Prior to completing any transaction, whether downloading a song, buying stamps or transferring funds between accounts, a dialog box will appear with the details of the transaction and the option to proceed or cancel. Transaction messages are extremely valuable to the user's experience and they ensure that hitting the wrong button doesn't result in an unintended transaction.





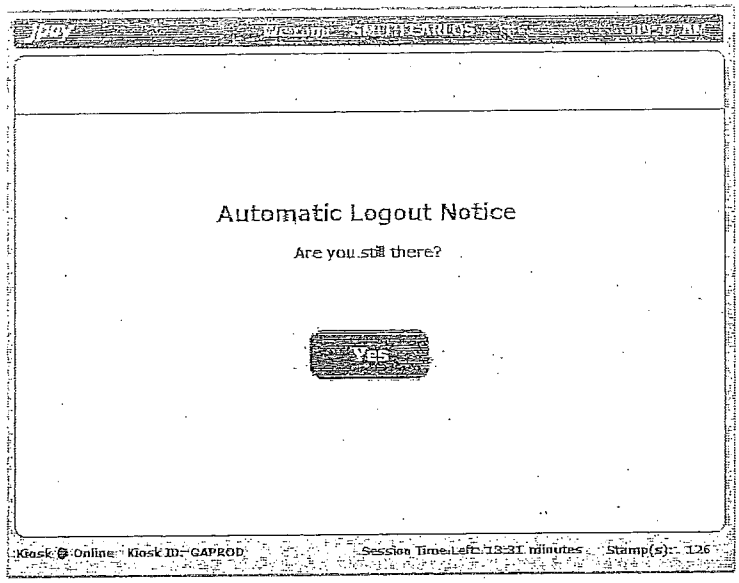
Historical & Archived Messages

Whether it's a stamp or song purchase, music download, or the transfer of funds, any transaction performed on the kiosk is logged and easily accessible to the offender for later review. Below is an example of an offender's billing statement on the kiosk.

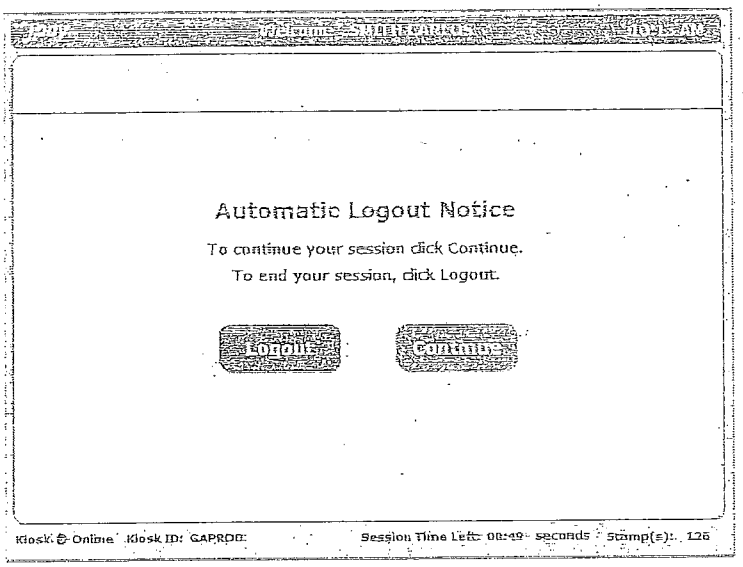


Prompts

The JPay kiosk has prompts throughout the process to ensure an easy and secure user experience. For example, the kiosk prompts the offender when the session has expired and/or has not been active for a specified timeframe. If the kiosk is not used within the timeframe (*e.g.* 30 or 60 seconds of idle time), the following message will appear:

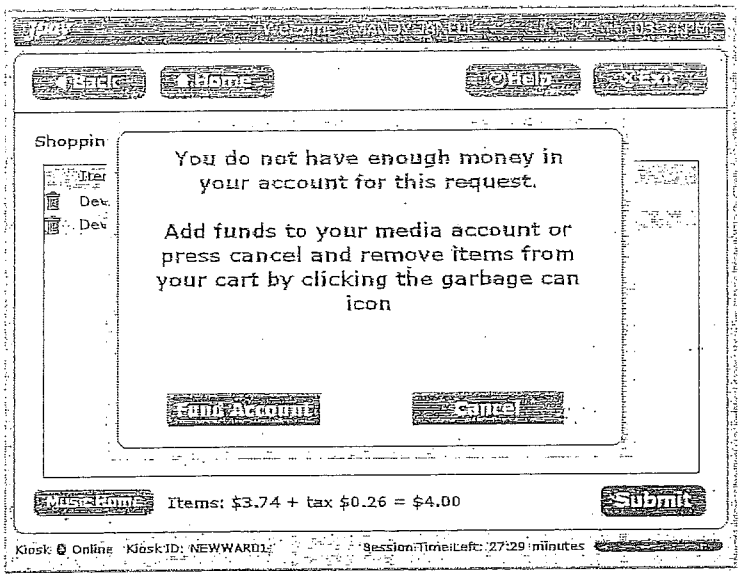


If the offender does not respond, the session will automatically end and the offender will be logged out. Most facilities choose to also display the following message 60 seconds prior to a forced log out:



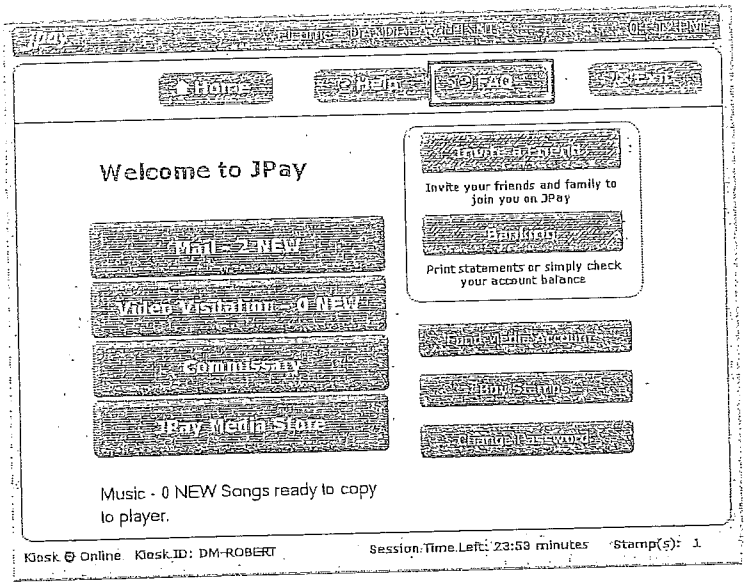
Error Messages

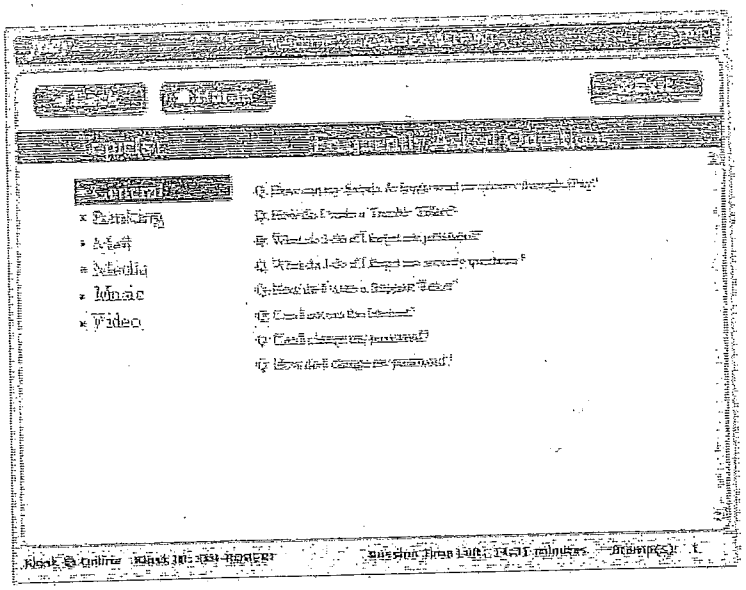
If offenders encounter an error message on the JPay kiosk, they will be prompted to make the necessary corrections before continuing with their transaction. For example, if the offender does not have enough funds to complete a transaction, the following message will appear:

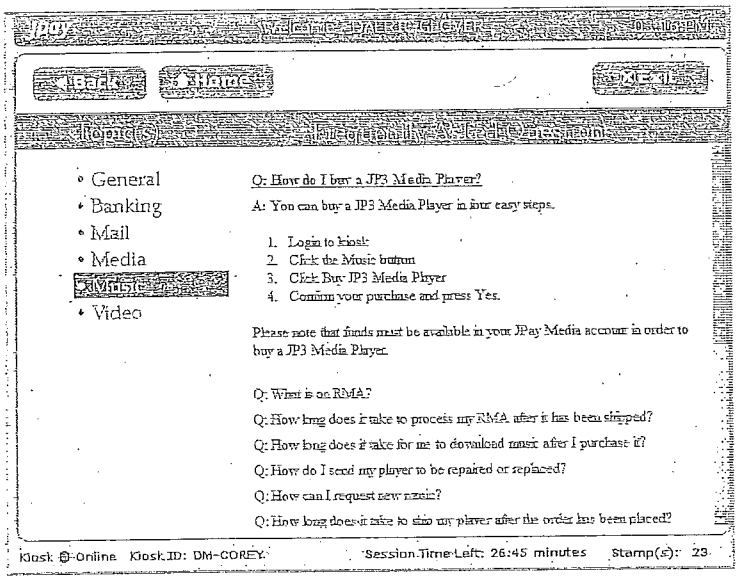


Help & FAQ

We are proud to note that in December 2013, JPay's inmate kiosk FAQ module was replaced. The updated FAQ module has an extensive list of practically every question and answer that has been posed regarding the kiosk, and is categorized and searchable by topic, product or service. The JPay inmate ticket team can now add or modify FAQ answers and questions on the fly. This avoids having to submit edits to JPay's Development Team and wait for the monthly release cycle for the changes to be effective. The results are already in that this new module is a success. From December 2013 to January 2014, support tickets have decreased by 35% and inmate complaints have decreased by 22%.





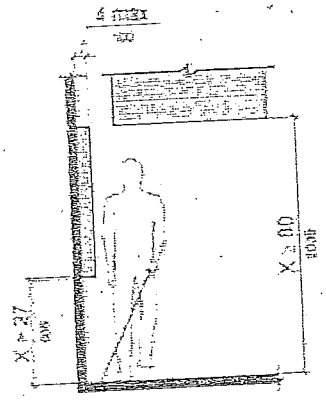

Banking
Mail
Media
Music
Video
Q: How do I buy a JP3 Media Player?
A: You can buy a JP3 Media Player in four easy steps.
1. Login to kiosk
2. Click the Music button
3. Click Buy JP3 Media Player
4. Confirm your purchase and press Yes.
Please note that funds must be available in your JPay Media account in order to buy a JP3 Media Player.
Q: What is an RMA?
Q: How long does it take to process my RMA after it has been shipped?
Q: How long does it take for me to download music after I purchase it?
Q: How do I send my player to be repaired or replaced?
Q: How can I request new music?
Q: How long does it take to ship my player after the order has been placed?
Kiosk Online Kiosk ID: DM-COREY Session Time Left: 26:45 minutes Stamp(s): 23

6. *Detail functionality available to support offenders with disabilities.*

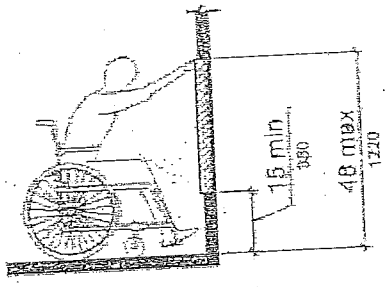
Usability

Kiosk software applications are designed to give inmates with disabilities easy access to the services. For example, our applications shy away from using textual directions or prompts as we make a significant effort to use pictorial objects and flows. Large writing is used when appropriate, and sound volume via the handset can be increased or decreased if necessary.

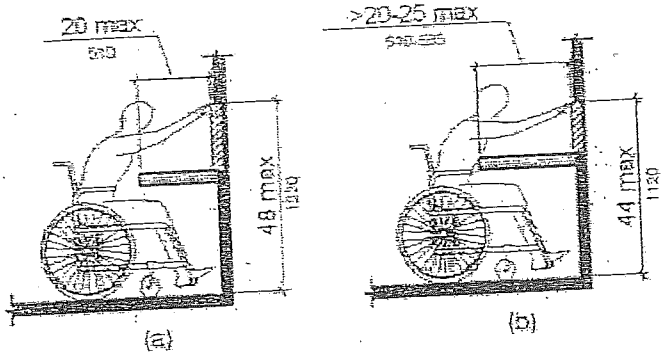
Our inmate kiosks and software applications are designed and installed in compliance with ADA guidelines, as shown below. The kiosk is wall mounted at heights accessible to wheelchair bound inmates. In addition, the kiosk does not come close to exceeding the limits of protruding objects, unobstructed forward reach, or obstructed high forward reach. These are some of the relevant considerations for ADA compliance the company adheres to when designing and installing the kiosk platform.



Limites of Protruding Objects



Unobstructed Forward Reach



Obstructed High Forward Reach

7. *Provide a detailed description of the proposed open source architecture and interfacing component to include security and capability to interface with the Kiosk and Financial Services applications within the GDC applications.*

JPay's scalable N-Tier application architecture consists of 3 layers: presentation (JPay.com, Mobile Applications, Kiosk Applications, & Facility System) and business logic, with a data access layer sitting between them. The data access layer provides a secure web service API. The web servers that host our web services sit within a demilitarized zone (DMZ) and are kept separate from our database servers and corporate infrastructure in order to maintain high levels of security. GDC financial applications are integrated via secure FTP from JPay's back office applications. Prior to implementation, JPay will provide detailed application architecture documentation to GDC.

8. *Detail how the Supplier ensures ownership or license/legal authorization to all materials provided through the Kiosk. Include location and access parameters to copies of all licenses or materials.*

Software License/Ownership

All of JPay's proprietary software is developed in house. The offender kiosk software platform is designed and is wholly owned by JPay. As a result, JPay owns all right, title and interest to the applications on the kiosk with the exception of the operating system, the kiosk security application, the remote monitoring tool and the media content (*i.e.* music).

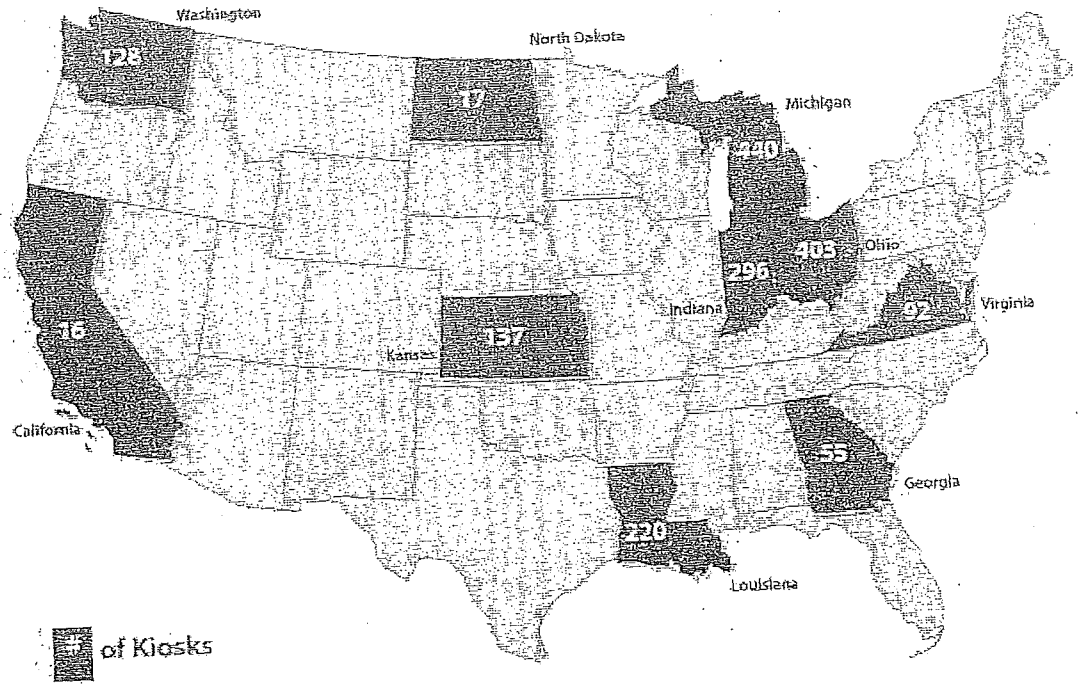
For the operating system, security application and monitoring tool, JPay has purchased licenses to use these systems and provide them on the kiosks. All contracts and licenses are stored on JPay's servers.

For the media content, JPay partners with one of the largest media aggregators in the country. The aggregator facilitates the relationship between JPay and the music labels. In fact, it was JPay's model that first introduced digital music and media to the prison industry. After a deep dive into JPay's business and a rigorous screening process, JPay was the first company authorized to redistribute copyrighted materials inside the prison walls. JPay has been granted a license by the labels to distribute all of the digital content sold on offender kiosks.

9. *Provide detailed technical system documentation and system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.*

Introduction

JPay is proud to offer GDC its new and improved offender kiosk for statewide rollout at every facility and in every dorm or housing unit. JPay recognizes that when more kiosks are deployed, adoption rates of services soar. This philosophy has pushed JPay to design a smarter, more economical kiosk at a fraction of the price while maintaining all necessary security controls, allowing for a greater number of units to be deployed at each facility. All kiosk equipment, network infrastructure, labor, parts, and maintenance is supplied and paid for by JPay.



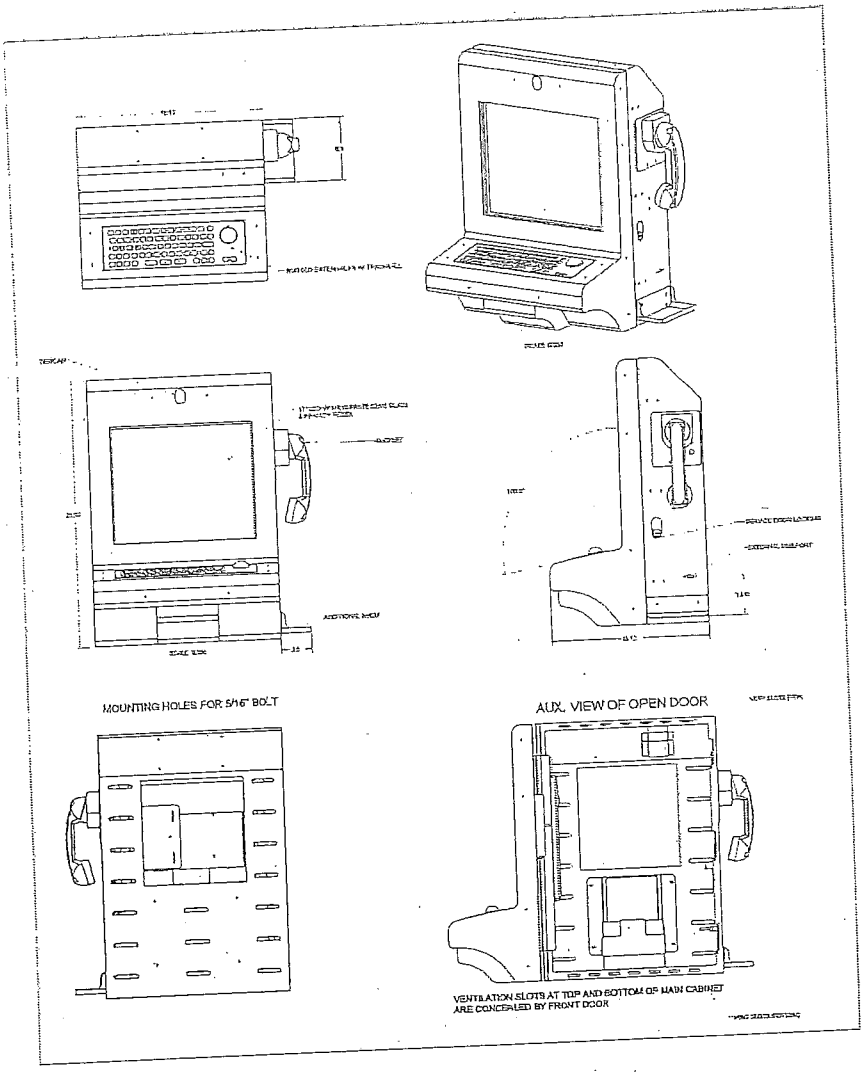
JPay has been deploying offender kiosks since 2009. To date, JPay has deployed a total of 1,804 offender kiosks in 10 states, more than any other service provider. Through the years, JPay has developed partnerships with several leading kiosk design and manufacturing corporations and built an efficient supply chain that allows us to exceed your kiosk needs and expectations. JPay is willing to deploy kiosks at a higher ratio than required by the department. For GDC, JPay will deploy 1 kiosk per 50 offenders.

Kiosk Hardware & Technical Specifications

Our new kiosk model features a hardened steel enclosure that is significantly lighter and more durable than our previous model. Each kiosk also includes a T2 Carbon handset with secured caps, a heavy-duty 18" exposed armored cord, ABS construction and a built-in keyboard.

Our new unit features anti-vandal keys and a trackball combination component that is resistant to liquid, dust and debris. With a sealed metal base, the kiosk is ideally suited for environments where vandalism, watertight integrity, and weather are major concerns.

To enable an enhanced video visitation experience and to provide additional security, we have improved the integrated video camera. This model features high quality resolution and scratch proof camera housing.



Hardware Specifications

- Exterior shell: hardened steel enclosure with anti-vandal security lock and bolts
- Height: 25.00"
- Width: 18.10"
- Depth: 15.13"
- Weight: 60 lbs. (including PC & networking components)
- High strength scratch-resistant security glass
- T2 Carbon handset with ABS plastic receiver, secured caps, and an 18" exposed armored cord
- KKB-1000C Keyboard

Encased Components

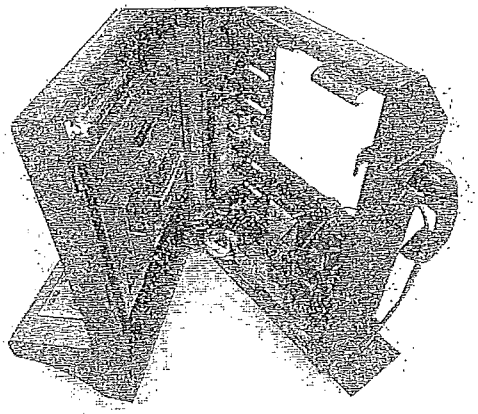
- 17" LCD high resolution monitor with integrated Lexan 3M privacy screen
- Logitech B910 HD Webcam
- Lenovo M93 PC
- Up to 3.60 GHz dual core processor
- 4 GB of RAM
- 500 GB SATA hard drive
- 4 USB 3.0 ports (3 internal & 1 external)
- SynAccess NP-02 Web Power Switch Remote Reboot PDU
- NETGEAR Fast Ethernet Switch FS105 v2/FS108 v2
- 4 outlet surge-protected power strip

Environmental & Electrical Specifications

- All electrical components are UL certified
- Power ratings:115/60-1.5 amp
- Standard earth grounding
- Temperature range: 32 degrees - 104 degrees Fahrenheit
- Designed to operate within a 0 - 90% relative humidity range

Easily Serviced

In addition to providing cost savings, the new kiosk is also much lighter and easier to maintain than the previous version. Opening the kiosk and swapping components has never been easier with the new kiosk making the technician's trip faster, safer and leaving less room for mistakes.



Kiosk Software Specifications

The JPay kiosk software platform consists of several applications:

- Inmate Email
- Video Visitation
- VideoGram
- Music Browsing, Purchasing & Downloads
- Commissary Ordering
- Account Balance/Statement Lookup
- Transferring Funds Between Accounts

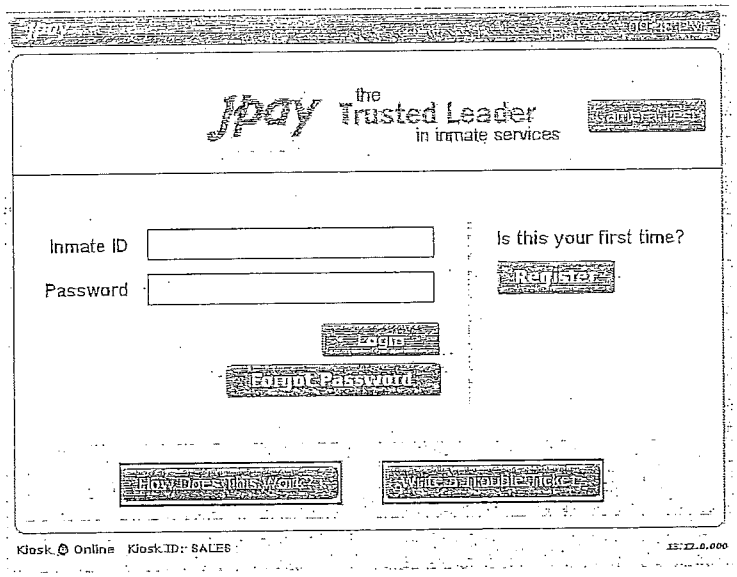
In addition to these applications, the JPay kiosk also offers:

- Secure Login Password Authentication
- Support Ticketing
- FAQ (New)

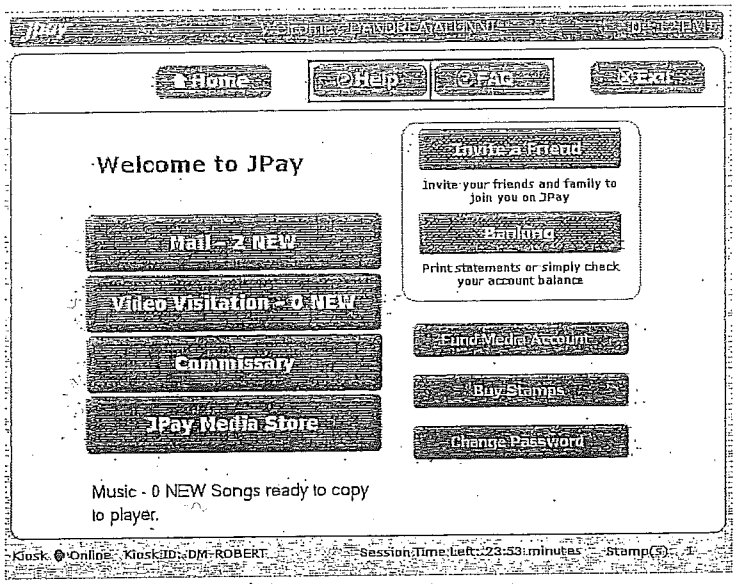
Kiosk Operation

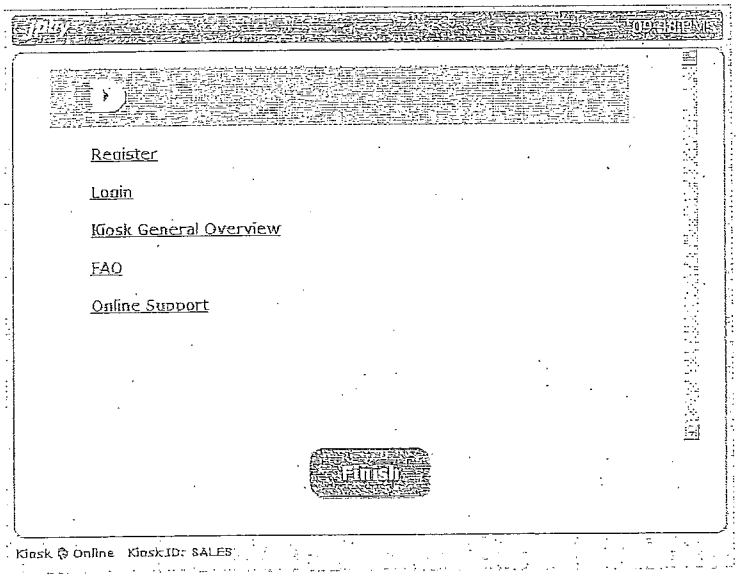
Operating a JPay kiosk is simple and intuitive. With easy to follow messaging and prompts, JPay kiosks offer an unrivaled level of usability. Whether the offender is composing an email or downloading their new favorite track, answers to any of their questions are one click away. Offenders can easily navigate to the on screen "Help" option or choose to view our new "Frequently Asked Questions" interface for easy to follow instructions or quick tips. If an offender cannot find an answer to their question in our help and FAQ sections they can always send a support ticket to dedicated support staff.

Pre-Login Operating Instructions



Post-Login Help & FAQ





System Design Specifications

All Applications on One Kiosk

Unlike the competition, JPay's kiosk software platform offers all of our services on one kiosk. Our kiosks are installed throughout the facility providing every class of inmate the same immediate access to all of our applications, eliminating any need for unnecessary inmate movement. Our kiosks are deployed on a separate network without any use or impact to GDC's network.

System Architecture

JPay's system architecture was designed from the onset to be scalable and accommodate the development of future applications resulting from changes to facility rules and workflows. Our new web service API was designed to easily interface with and to provide a seamless and efficient transfer of data from our software platform to any offender management system. This allows GDC's existing vendors to tie into our kiosk-based applications with minimal effort and expense.

JPay's infrastructure is built on performance, reliability, and security-driven solutions. Our data systems are fully redundant providing 24/7 reliability. Our systems are currently located in the NAP of the Americas Terremark datacenter, a tier four facility. In our continuing efforts to enhance and secure our infrastructure, the JPay data center runs its own proprietary storage cloud utilizing SAN technology with tiered storage and thin provisioning over fiber links providing high availability and scalability.

JPay's security infrastructure utilizes a multi-layer model with redundant network firewalls and an application firewall on its perimeter network. Our web servers sit inside a DMZ that is kept separate from our database servers and corporate infrastructure. Proxy servers and internal security monitoring systems are in place to secure our internal network. Patch management tools are in place to assure our systems are up to date with the latest security updates.

JPay Network Infrastructure

Infrastructure

- Private Metro E network between locations
- Private VPN to DR site
- Redundant 30mb -90mb Burst rate public internet
- With redundant GigE fiber endpoints
- Private Non Routed network Firewalled between data and DMZ

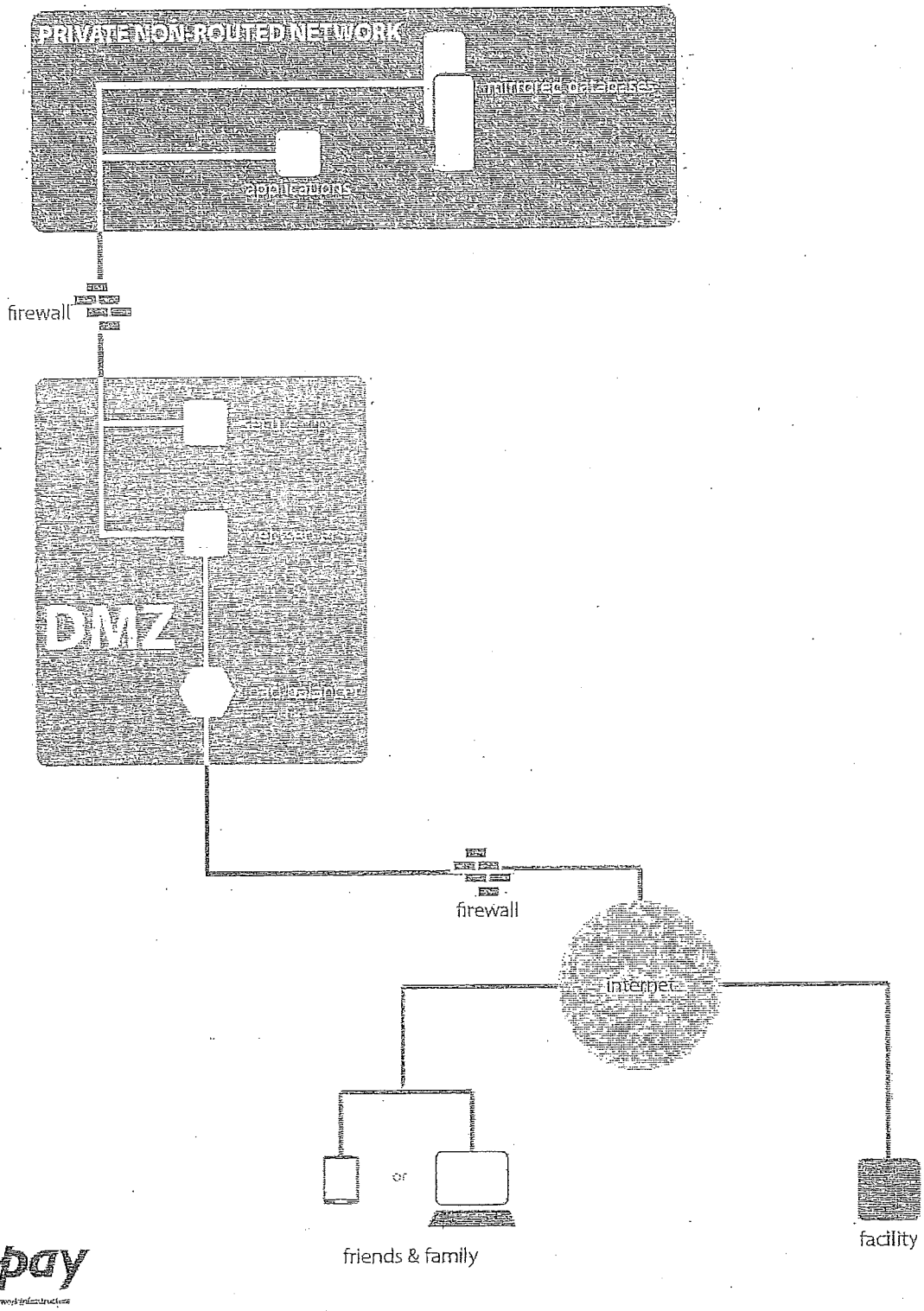
Security

- Redundant firewalls, intrusion detection, anti-virus, and SSL certificates
- Data Center is SSAE-16 SOC-1 compliant
- Monthly PCI compliance scans and penetration testing
- Disk to disk to tape backup
- ITIL change process

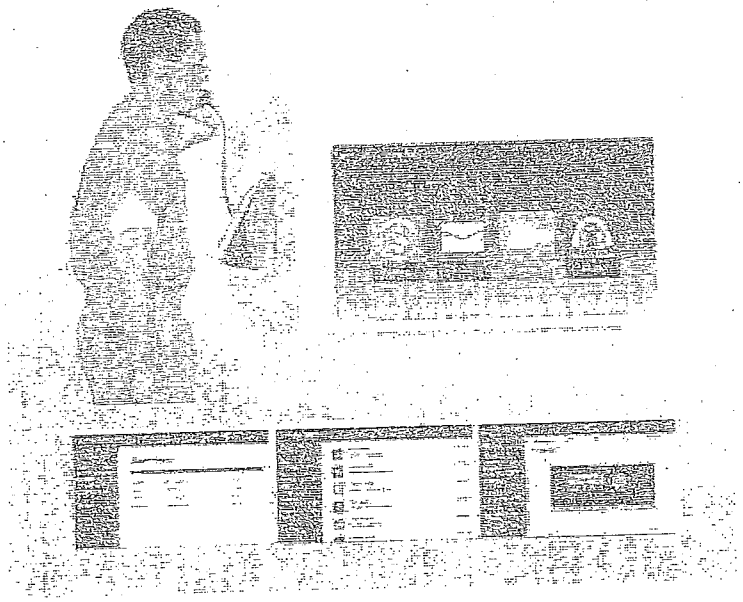
Network Hardware & Software Specification

- SonicWall Firewall
- Cisco networking infrastructure
- HP Servers Blade Chassis
- HP 3 Par SAN with Brocade Fiber connectivity
- Barracuda Load Balancers
- Windows server 2008/2012 platform
- Red Hat Enterprise OS
- MSSQL database server

Network Diagram (Simplified)



JPay's New Tablet Kiosk



JPay has been working on its latest innovation – the tablet kiosk. This new kiosk boasts a sleek, compact design and features all of JPay's current services optimized for a touch screen tablet. The kiosk enclosure has been specifically designed to be ADA compliant and features hardened steel construction and a Gorilla Glass 3 touch surface. The kiosk also includes a T2 Carbon handset with secured caps and ABS construction.

JPay intends to have the tablet kiosk ready for implementation by summer 2014. It is our goal to deploy the tablet kiosks in each Georgia state prison (as opposed to the keyboard mounted PC kiosk). This will allow for a kiosk-to-inmate ratio of at least 2 to 3 times that of older kiosks, widening the audience for JPay's services and expanding the frequency of kiosk use among the inmate population. This is how JPay plans to increase adoption rates beyond expectations.

Hardware Specs

- Enclosure: hardened steel case with anti-vandal security lock and bolts
- Glass: High strength scratch-resistant security glass (Gorilla Glass) touch surface
- 10.1 inch high resolution IPS (1280 x 800) Capacitive Touch Screen (5 point)
- Receiver: T2 Carbon handset, ABS plastic receiver, secured caps, and an 18" exposed armored cord
- Camera: HD Web Camera

System Specs

- CPU: Quad Core 1.5 GHz ARM processor
- RAM: 1 GB DDR3
- Storage: Configurable, 16 GB NAND Flash minimum
- Interface: Micro USB

Environmental & Electrical Specs

- All electrical components are UL certified
- Standard earth grounding
- Temperature range: 32 degrees - 104 degrees Fahrenheit
- Designed to operate within a 0 - 90% relative humidity range

10. *Provide a Staffing Model for support of this contract indicating the Account Manager for overall contract support, supervision and how individual facility support will be staffed during the Project.*

Staffing Model

JPay has, over the years, learned the best formula for managing large DOCs with multitudes of institutions, hundreds of kiosks, thousands of DOC staff and, of course, tens of thousands of inmates. As always, JPay's Director of Client Services who will be acting as GDC's Account Manager and JPay's VP of Client Relations will be available to assist GDC with any questions or concerns. Depending on the request, the request may be handled on the spot or assigned to GDC's dedicated Help Desk Analyst. Understanding the nature of corrections and the services JPay offers, we are flexible with our management structure and easily able to accommodate our clients' requests.

Jessica Lust – Director of Client Services



Jessica has been with JPay since February 2010 and has been the main point of contact of many of JPay's large client installations. She oversees JPay's entire Account Management division and has extensive experience supervising the team responsible for responding to facility concerns.

- Heads JPay's 12 person Client Services Team
- Directs JPay's Help Desk in training, marketing, troubleshooting and overall client support
- Serves as liaison between facilities and JPay's Development Team

Lee Posner – VP of Client Relations



Lee serves as a liaison between JPay's Sales and Client Services Teams. In the six years Lee has worked at JPay, he has managed multiple accounts, implementations and sales cycles. Simply put, Lee has grown to become the "go to" person and makes a great fit serving as one of GDC's main contacts.

- Available 24/7/365 to respond to client concerns
- Assists with the implementation of services and client communication
- Available for ongoing support of contract concerns or questions

Chad McGowen – Trainer



Chad will be GDC's trainer and a backup contact for day-to-day operations. He will conduct extensive training sessions for staff and offenders as well as contribute to overall client support throughout the duration of the contract.

- Manages service implementation and start-up for new client accounts
- Conducts a thorough needs analysis to optimize understanding of a correction system's needs
- Develops training plans specific to the needs of each jurisdiction and tailored to each audience

Angie Fellig – Senior Help Desk Analyst



Angie has been with JPay for close to eight years and has intimate knowledge of JPay's systems. Angie has been very hands on over the last several years with GDC's operations. As always, Angie is available 24/7/365 to respond to inquiries and concerns from all levels of GDC staff.

- Assists with client services including training, troubleshooting and overall client support for over 30 Department of Correction agencies
- Processes supply orders for facility mailrooms
- Conducts remote and follow up training sessions for staff members
- Acts as the "go to" person for system related issues.

Melvin Gerena – Product Manager



Melvin has been with JPay since March 2010 and is responsible for all financial service related products including inmate banking and release debit cards. Melvin is always looking to ensure the best-in-class service to our customers.

- Manages in-life product performance and identifies innovative and creative product solutions
- Oversees all product integration/launches/changes throughout product life cycle
- Develops and conducts specialized training on new products and features for JPay's employees and clients

Dave Lareau – IT Director



Dave has been with JPay since December 2010 and will direct the intelligence and source control requirements related to services for GDC. Dave's team manages the company's desktop, production, infrastructure and configuration needs.

- Responsible for source control and deployment, Support Production Releases for IIS, MSSQL, and Proprietary applications, MSSQL 2005, 2008 administration
- Deployed a multi-tiered Avaya VOIP environment supporting call center operations
- Designed and built a new infrastructure for production servers using HP 3 PAR F-Class SAN, HP Blade and conventional servers, Exchange and SharePoint 2010
- Manages a team of 6 Engineers supporting Desktops, Infrastructure, Production support, and Configuration Management
- Designed and implemented a Change Control Process flow for SDLC and ITIL deployments

Hezi Ben Moshe – Deployment Director



Hezi has been with JPay since October 2010 and will oversee and manage all technical elements involved in the implementation of services for GDC. Hezi's team is responsible for the company's technical infrastructure, configurations, deployments and all maintenance and monitoring of applications.

- Oversees 12 network and system engineers responsible for implementing and supporting equipment in the field including 11 states with over 1200 kiosk installations
- Manages 5 network engineers that monitor offsite servers, PCs and kiosks to ensure 99.9% uptime
- Responsible for inventory team which configures and sends out JP4 players to facilities across the country as well as all repairs and replacement unit tracking
- Redesigned key equipment, which resulted in a 50% decrease in per unit cost resulting in an average savings of 15-20 units per location in multi-facility rollouts
- Responsible for managing the implementation of a new help desk system and kiosk monitoring tool platform
- Continuously creates and manage new processes and procedures to keep IT operations and rollout plans effective and efficient

Kamil Konopka – Technical Project Manager



Kamil has been with JPay since February 2012 and will be responsible for a timely and proficient deployment of the services for GDC. Kamil's technical experience includes the administration of multi-phase implementations, customer-focused delivery methods and process improvement expertise.

- Owns full project life cycle
- Works collaboratively with the technical, deployment, product and business teams
- Manages any external contracts and suppliers to ensure a successful installation
- Credentials include Black Belt in Six Sigma, Certified Scrum Master and Project Management Professional

Ernesto Fernandez – Field Engineer



Ernie is based at JPay's headquarters and is responsible for GDC's kiosk network. He will participate in site surveys to determine the optimal placement for inmate kiosks. Ernie will also make periodic on-site visits to conduct on-going maintenance and provide technical support for inmates as well as facility staff.

- Responsible for managing entire network footprint for GDC
- Installed, configured and deployed over 50 facilities
- Manages equipment, inventory, new orders and replacement parts

Eric Brown – Field Engineer



Eric will be GDC's designated field engineer responsible for kiosk and network support. He will also participate in site surveys and provide continuous technical support for the GDC contract. Eric is a former GDC employee and familiar with GDC personnel and procedures.

- Responsible for managing all GDC facilities
- Installed, configured and deployed multiple inmate kiosk sites
- Manages equipment, inventory, new orders and replacement parts

11. *Supplier will provide a dedicated Account Manager with a minimum of two (2) years experience contracts of similar size. Provide a resume, and detailed account of the number of facilities and kiosks supported, offender population served, and scope of services provided with each contract.*

Account Manager

Jessica Lust – Director of Client Services



Jessica, Director of Client Services, will act as the Account Manager. Once any new products and services are introduced (money order payments, kiosk rollouts), Jessica will manage implementation and conversion. Jessica's recent trust account deployments include Florida DOC, New Jersey DOC and North Carolina DOC. For the last two years, Jessica has lead a team of twelve client service professionals who are responsible for overall maintenance and facility support for the duration of every JPay contract.

Experience

Senior Project Manager, JPay Inc. Miami, FL — March 2011 – March 2012

- Apply client installation expertise for all products and services to ensure smooth implementation and delivery
- Conduct facility tours to establish installation methods, kiosk counts, and project installation timeline (40 tours completed in 2011)
- Manage the installation of inmate kiosks. This includes 27 facilities in multiple states in the last year
- Coordinate local vendors needed for client installation, ensuring adherence to guidelines set forth by each facility
- Transition completed projects to the JPay support team making sure that project milestones are met

Regional Account Manager, JPay Inc. Miami, FL — February 2010 – March 2011

- Established and maintained relationships with state and county agencies
- Negotiated contract extension for existing clients
- Worked with corrections agency administration to ensure seamless product integration
- Created and implemented training materials for JPay employees, DOC staff members, and offenders
- Provided software demonstrations at national and regional sales conferences

Project Manager, Cormark, Inc. Des Plaines, IL — October 2006 – February 2010

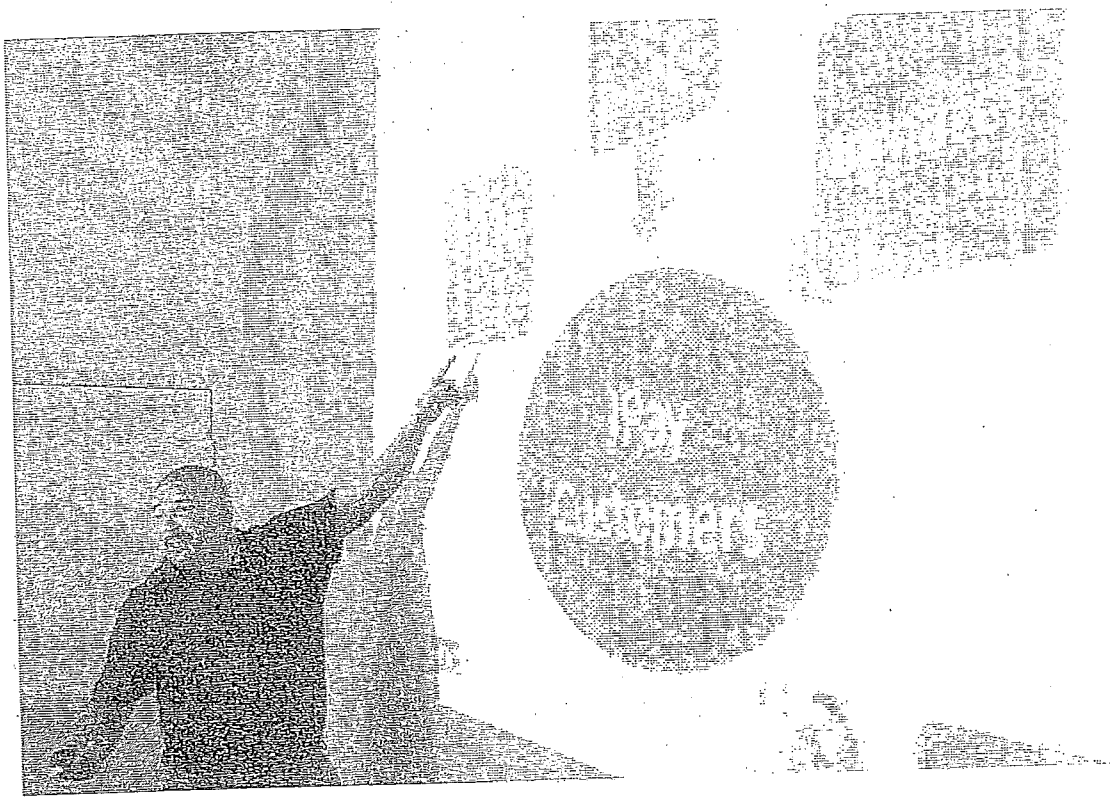
- Executed custom POP display projects from prototype to finished product
- Negotiated foreign and domestic material costs to procure display work from Home Depot, Lowes, Target, and Old Navy
- Managed 15+ display project simultaneously including a 23,000 unit window blind display for Home Depot
- Purchased display components for projects in production
- Assisted in quality control of outgoing shipments
- Solved client problems with regards to missing shipments, broken components, and display assembly

Education

Coastal Carolina University, Conway, SC
B.A. Marketing and Economics — August 2006

12. *Provide a Training Overview which describes your process for facilitating both the initial training requirements detailed in the Program Requirements Document Training Section and how upgrades and system enhancements will be trained.*

Training

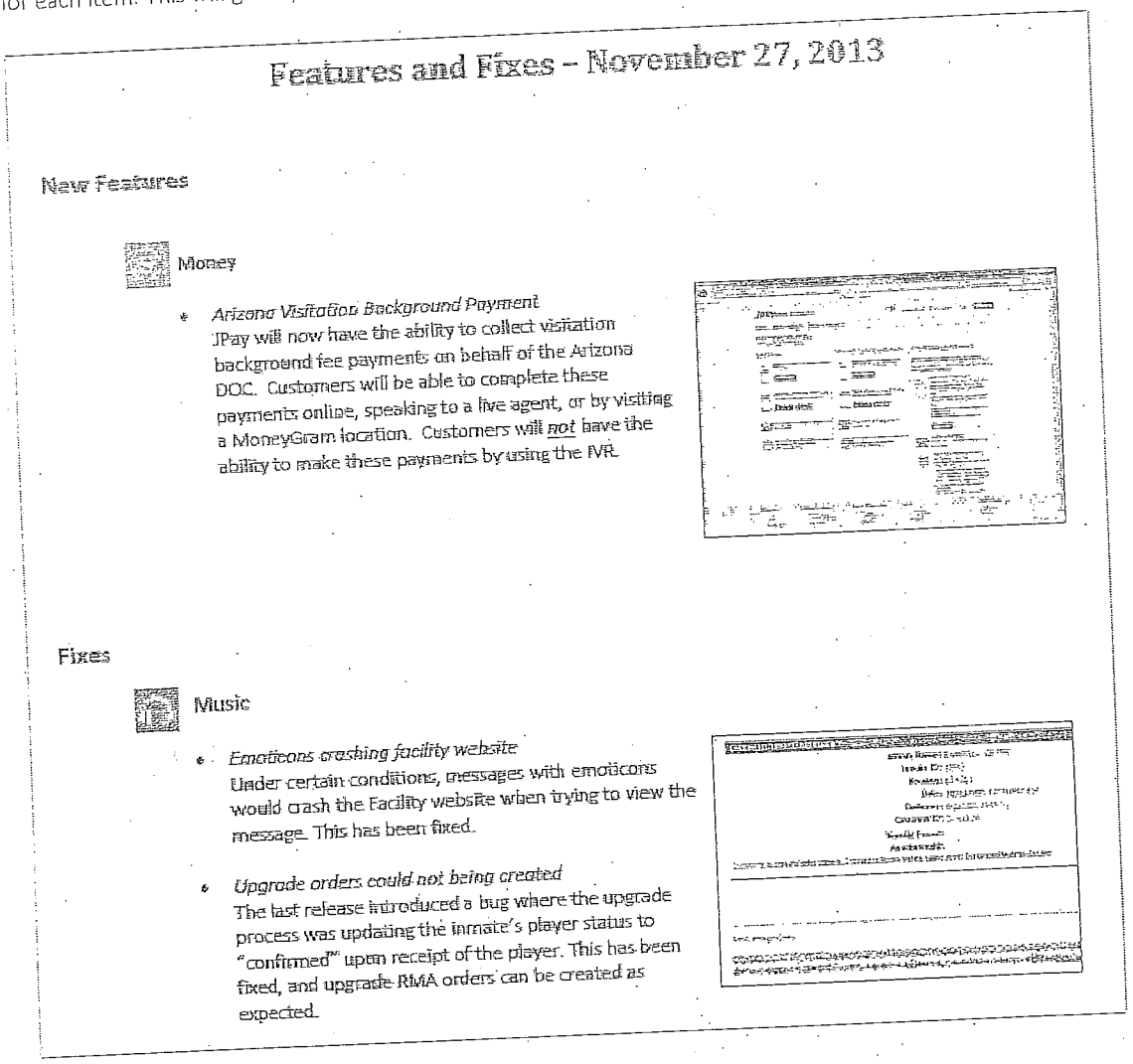


Introduction

JPay has been providing the requested products and services for close to a decade. This experience has enabled JPay to develop a highly comprehensive and effective training program that is designed to familiarize DOC staff with JPay's services, deliver competency over the system's features, and lay the framework for an effective data-based intelligence and investigative strategy. JPay has a state-specific training team that works with the GDC points of contact to customize the deliverables and objectives. The team will provide staff with field training, master user training and train the trainer training instruction for access and system usage throughout the term of the contract.

The training team spends practically the first three months on site conducting kick-off training, and will conduct monthly and quarterly visits throughout the duration of the contract for refresher training. In addition, system upgrades (every month) are detailed in monthly newsletters and on the Facility System message board. These efforts are scheduled and managed by the Account Manager.

In addition, every month JPay publishes software upgrades to its platform. This includes updates to the inmate kiosks, inmate tablets, customer mobile apps, customer website, facility system and more. Every software release is accompanied by a detailed list of each bug fix or feature release. The release notes have been improving significantly over the last few months and the team has begun to add pictures and tutorials for each item. This will greatly enhance user awareness and capability.



Features and Fixes – November 27, 2013

New Features

Money

- *Arizona Visitation Background Payment*
  JPay will now have the ability to collect visitation background fee payments on behalf of the Arizona DOC. Customers will be able to complete these payments online, speaking to a live agent, or by visiting a MoneyGram location. Customers will *not* have the ability to make these payments by using the IVR.

Fixes

Music

- *Emoticons crashing facility website*
  Under certain conditions, messages with emoticons would crash the Facility website when trying to view the message. This has been fixed.
- *Upgrade orders could not being created*
  The last release introduced a bug where the upgrade process was updating the inmate's player status to "confirmed" upon receipt of the player. This has been fixed, and upgrade RMA orders can be created as expected.

Implementation Training

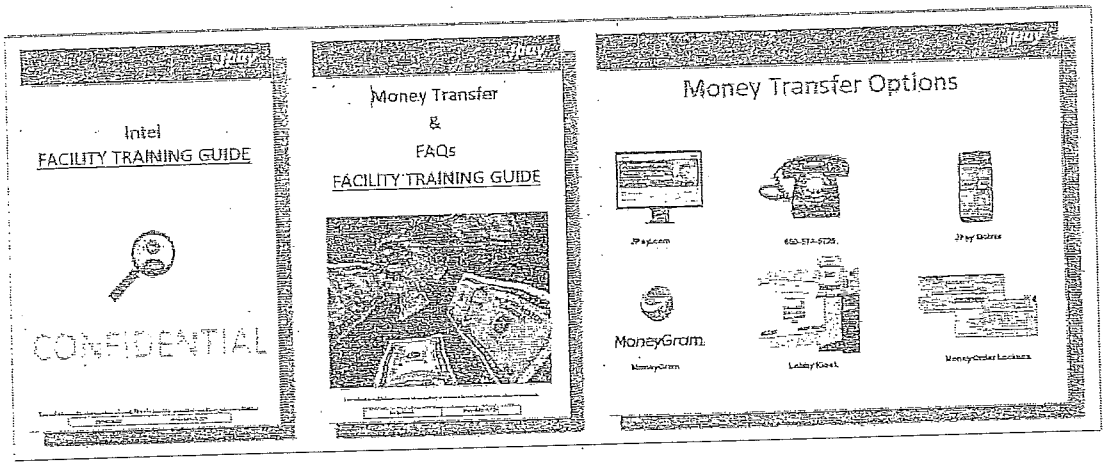
For the initial training, JPay provides instructor led classroom training for presenting material to large or small groups of employees. This can be performed at central office, at regional meetings or on a facility by facility basis. JPay's goal is to ensure that the attendees have an opportunity to ask questions and become familiar with JPay's Facility System. JPay generally gives an in depth overview and then analyzes real world examples, showing how various elements come together to create solutions to existing problems.

Ongoing Training

Refresher training can always be provided in person or through programs such as WebEx and Silverlight, depending on GDC's preference. JPay uses these remote tools to assist staff with computer-based training and remote guidance. Remote training is also used if additional JPay services are implemented at a correctional facility already familiar with the Facility System, or upon GDC's request.

Content and Literature Distribution

Training manuals and tutorials are provided to each facility and are also available on the Facility System or can be distributed via email. The materials are distributed during and after training sessions, before software releases and during campaigns to promote learning and adoption of features. These materials are always updated to reflect any software or feature updates.



13. *The Supplier will assist GDC in enhancing the service capability to offenders and their families. Detail how system enhancements and innovations are explored, proposed, tested, approved by GDC and implemented.*

System Enhancements

JPay was founded in 2002 with the intent of providing a simpler and faster payments platform for correction agencies. JPay quickly learned that additional products and features were needed for the corrections industry. Based on feedback from corrections staff across the country, JPay has explored and introduced literally hundreds of new tools, reports and features over the years. In addition, JPay has created a product offering dedicated to the needs of our corrections partners. The products GDC requests in this procurement are at the very core of our offering.

The process for creating an enhancement, feature or new product begins with the individuals who work hand in hand with corrections staff. Any feedback or requests from our Account Representatives, Field Engineers or Sales Team is discussed to determine if the request should be implemented. JPay will work with the client to gain a thorough understanding of the feature so it can be developed in a timely and proper fashion.



JPay is a Scrum based, Agile development shop. We recently increased the frequency of which we release new software code. Instead of having a release every 4-6 weeks, we now release new software code every 2 weeks. This allows us to continually deploy functionality and prioritize features accordingly. Depending on the importance of the new feature or enhancement, a Scrum Master organizes each different stage of a project and is responsible for making decisions in such a way that risk is controlled. The Agile approach ensures that any immediate needs can be handled within a short time frame. After developers unit test the solution, JPay's Quality Assurance Team handles system and acceptance testing.

Prior to the release, JPay works with the client to ensure staff is trained and familiar with the new feature. Once deployed, JPay is in standby mode to assist the client with any questions that may arise.

By working with a company that is able to define and tackle software requirements, GDC not only gets a partner that can satisfy their existing needs but also one that can constantly innovate, customize and introduce new features throughout the life of the contract.

14. *Detail warranties offered for Kiosk purchases and how applicable refunds or credit process will be managed as specified in the Program Requirements Document.*

Warranty Info

As a client and customer-focused company, JPay is dedicated to offering flexible warranty and refund options. An offender must agree to the Kiosk's Terms of Use in order to use the kiosk, email and video visitation services. In order to purchase a JP4 player and download media the offender must also agree to the Digital Media End User Agreement.

JPay's Ticket Team is well-versed in the warranty and refund policies and procedures, and is always available to respond to offender questions about these policies.

Kiosk Terms of Use

Before an offender can use the kiosk, the offender must first agree to the following Terms of Use:

BEFORE YOU USE THE JPAY KIOSK SYSTEM, YOU MUST READ AND AGREE TO THESE TERMS OF USE. IF YOU CANNOT READ OR UNDERSTAND THESE TERMS OF USE, EXIT THE KIOSK AND CONTACT CORRECTIONAL STAFF FOR FURTHER EXPLANATION AND CLARIFICATION.

The use of the JPay Kiosk System ("Kiosk") is a privilege. Misuse of the Kiosk or causing damage to the Kiosk may lead to denial of this privilege, administrative and disciplinary sanctions, and/or legal action against you.

Each facility determines the applications available on the Kiosk in addition to the procedures and guidelines that govern those applications. Further, each facility determines the hours and user settings that each Kiosk may be used. You may be limited to a specified amount of time. When your time is up, you are to leave the Kiosk and let the next person in line or scheduled person use the Kiosk. If there is no person in line or scheduled on the kiosk you may login to the Kiosk again.

You are permitted to use any applications on the Kiosk as per your jurisdictional administrative regulations. All correspondence and/or communications sent to you and from you are subject to interception, recording, monitoring and disclosure if there is reason to believe it is being used for any illegal activity.

THE KIOSK IS PROVIDED BY JPAY INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. JPAY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE KIOSK OR SERVICES INCLUDED ON THE KIOSK. YOU EXPRESSLY AGREE THAT YOUR USE OF THE KIOSK IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, JPAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JPAY (AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND STOCKHOLDERS) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE

KIOSK, ANY NON-TRANSMITTAL OF A COMMUNICATION, OR FOR ERROR, DELAY OR MIS-DELIVERY OF A COMMUNICATION, REGARDLESS OF THE CAUSE, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Digital Media End User Agreement

Before an offender can use the kiosk to purchase a JP4 player and download media, the offender must first agree to the following Digital Media End User Agreement:

Before you use the Digital Media Service ("Service"), you must first read and agree to this Digital Media End User Agreement ("Agreement"). The Service lets you purchase and use a JPay Digital Media Player ("Player") and download music and media (collectively "Content"). The Service is a privilege and misuse of the Service may lead to denial of this privilege, confiscation of the Player, administrative and disciplinary sanctions and/or legal action against you. We may amend this Agreement at any time by posting a revised version on the kiosk. By continuing to use the Service after any such change, you agree to be bound by the changed terms and conditions of this Agreement as of the effective date of such changes. We last modified this Agreement on April 15, 2013.

BY CLICKING THE "I AGREE" BUTTON, YOU ARE INDICATING THAT YOU CONSENT TO THIS AGREEMENT. IF YOU CANNOT UNDERSTAND THIS AGREEMENT, EXIT THE KIOSK AND CONTACT CORRECTIONAL STAFF FOR FURTHER EXPLANATION AND CLARIFICATION.

1. USE OF THE SERVICE. You agree that you shall only use the Digital Media Service in a manner that complies with all applicable laws in the jurisdictions in which you use the Service, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. The Content you obtain using the Service is for your personal use. You may play, transfer, back-up, store and burn purchased Content as much as necessary for your personal, non-commercial use on any Players or personal computers. Any other transfer, copying or distribution is expressly prohibited.

   Except as specifically authorized herein, you may not reproduce, republish, post, transmit, distribute, copy, redistribute, modify, translate, add to, alter, delete from, or create derivative works of any Content or attempt to "pass-off" any Content as your own work.

2. TERMS OF PURCHASE. All Player and Content sales are final. By purchasing a Player, you agree to the Player's Limited Warranty included with the Player and described below. If you have an issue with your Player during the warranty period, you must submit a Trouble Ticket to the kiosk's Help Desk.

   Purchased Content may only be downloaded once and cannot be replaced. It is your responsibility not to lose, destroy, or damage the Content. JPay shall not be liable to you in the event of any loss, destruction or damage to the Player or Content. All Content can only be accessed on your Player.

Content may not be compatible with future generations of the Player, and JPay makes no guarantee of such future compatibility.

3. CONTENT. The Correctional Facility where you reside governs the Content available for purchase. JPay may change Content options without notice. On occasion, purchased Content may become unavailable prior to download and previously purchased Content may be removed from your Player. In such cases, JPay will issue a credit, which can be used for a future purchase.

   JPay does not warrant that descriptions of Content are accurate, complete, reliable, current, or error-free. You understand that all Content provided in conjunction with the Service is the sole responsibility of the entity from which such Content originated and not JPay. You understand that by using the Service and accessing the Content, you may be exposed to Content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as explicit. Nevertheless, you agree to use the Service at your sole risk and that JPay shall have no liability to you for content that may be found to be offensive, indecent, or objectionable and that it is your responsibility to determine which Content meets your standards.

4. COPYRIGHT. Content is protected by copyright pursuant to U.S. and international copyright laws. You may not modify, publish, broadcast, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display or in any way exploit any of the Content in whole or in part.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, JPAY AND CONTENT OWNERS DISCLAIM ALL WARRANTIES. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. NEITHER JPAY NOR CONTENT OWNERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE.

JP4 Player Limited Warranty

At GDC's request, JPay recently revised our JP4 Limited Warranty to include an additional warranty period for any offenders who submitted an RMA. The JP4 Limited Warranty, displayed below, can be adjusted to meet GDC's needs:

The following accessories are included with the purchase of the Player which includes the following accessories: (1) one set of ear bud headphones, (2) one AC power adaptor or four AA batteries, as applicable, and (3) one USB connector cable (collectively, the "Player").

JPay warrants that the Player will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of ninety (90) days following the date the Player is shipped to a correctional facility. This warranty is provided to the recipient of the Player and is not transferable. The warranty is void if the product is not used in accordance with the product instructions, or if it is damaged as a result of misuse, unauthorized repair, modification or accident.

To obtain warranty service, a Trouble Ticket must be submitted to the JPay kiosk's Help Desk. JPay will attempt to troubleshoot the issue. If further assistance is needed, JPay will repair or replace the product or any portion thereof with a new or refurbished product of equal or greater capacity and functionality. A

replacement product assumes the remaining warranty of the original Player or a warranty period of thirty (30) days following the date the replacement product is shipped to a correctional facility, whichever date is later.

JPay does not warrant, and shall not be responsible for, any lost content or data contained in the Player regardless of the cause of the loss. JPay's products are not warranted to operate without failure. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

JPay is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply: (a) to cosmetic damage, including but not limited to scratches and dents; (b) to damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake or other external causes; (c) to damage caused by service performed by anyone who is not a representative of JPay; (d) to a Player that has been modified; or (e) to a Player that has been confiscated by correctional staff.

Notwithstanding the foregoing, JPay provides the Player subject to the rules and policies of each applicable correctional facility. JPay shall not be liable if any component, accessory or feature is not available on the Player.

THE FOREGOING IS JPAY'S SOLE WARRANTY. JPAY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Return Material Authorization (RMA) Process

We have recently implemented a new RMA process that has reduced the average turnaround time for RMA distribution nearly in half. The process begins by an offender submitting a ticket from the offender kiosk. JPay's Help Desk will then conduct a series of troubleshooting steps which will resolve a majority of issues. If the issue cannot be resolved, the Help Desk issues an RMA number and advises the offender of the procedure for returning their JP4 to the facility's property room. The RMA number is instantly available for GDC staff to cross reference.

According to the RMA list, GDC property room staff perform call outs to collect offender players. JPay enhanced the call out process, as per GDC recommendation, by having RMA numbers expire after 60 days.

JPay encourages most property rooms to ship all players with an approved RMA number once a week, using the prepaid shipping labels and packaging provided by JPay. Therefore, no more than five business days will pass between the issue report date and the date the player is sent. JPay typically receives the returned player no more than three business days later and examines it immediately. Within one business day, JPay's Fulfillment Team determines if the player can be repaired, or if a replacement is needed, a new player is assigned to the offender. The replacement is then sent to the facility, with any other players requiring an RMA, and will arrive three business days later, after which final delivery is at each property room's discretion. The entire process can take as little as twelve business days.

15. *Provide a proposed Implementation Plan/Schedule for the identified sites. The plan should include, at a minimum, how initial configuration, testing, approval, and Notice to Proceed process will be addressed as detailed in the Program Requirements Document .*

Implementation Plan

Money Transfer

Since GDC offender friends and family and probationers are already familiar with JPay's services, JPay will focus on the conversion of all money order payments to our lockbox immediately upon contract award. In the first two weeks, JPay will gather business requirements, design and create customized money order deposit slips, and set up two unique delivery addresses, one for trust account payments and one for probationer payments. GDC staff will also be trained on all accounting and transfer procedures during this period.

During weeks 3-4, JPay will execute a marketing campaign concentrated on JPay's collection points as well as the new addresses to send money orders. JPay will also assist GDC to update its own web page to inform offender friends and family and probationers. We will provide ample marketing materials and lockbox deposit slips to be distributed to offenders and the visitor population. If GDC permits, JPay can provide commissary bag stuffers, post cards and other materials to inform friends and family about the new mailing address and deposit slip.

Release Debit Cards

JPay will review with GDC staff the existing release debit card program and determine if any additional integration or other processes need to be implemented to further the success of the program.

Offender Kiosks

The Project Plan in the following pages estimates installation and deployment of offender kiosks at 32 GDC facilities within 6 months, assuming 8-10 facilities can be installed concurrently. Once all 28 new facilities have kiosks installed, JPay will replace the kiosks currently installed at GDC's four pilot facilities so that the equipment is uniform throughout the entire state. Once kiosks are installed at a facility, JPay can immediately go live with email, video visitation, JP4 player sales, media downloads and any other optional services GDC would like to deploy, such as commissary ordering or electronic grievances.

Project Plan

TASK NAME	DURATION
GDC Statewide Rollout	180 days
Planning Phase	45 days
Kick-Off Meeting	1 day
Schedule Site Surveys	8 days
Scheduling and Personnel/ Tool List Clearance for Site Surveys	7 days
Conduct Site Surveys of New Facilities (One Facility per Day)	28 days
Augusta State Medical Prison	1 day
Autry State Prison	1 day
Baldwin State Prison	1 day
Burruss Correctional Training Center	1 day
Calhoun State Prison	1 day
Central State Prison	1 day
Coastal State Prison	1 day
Dodge State Prison	1 day
Dooly State Prison	1 day
GA Diagnostic and Classification State Prison	1 day
Georgia State Prison	1 day
Hancock State Prison	1 day
Hays State Prison & Camp Hays	1 day
Johnson State Prison	1 day

TASK NAME	DURATION
Lee State Prison	1 day
Long Unit	1 day
Macon State Prison	1 day
Montgomery State Prison	1 day
Phillips State Prison	1 day
Rogers State Prison	1 day
Rutledge State Prison	1 day
Smith State Prison	1 day
Telfair State Prison	1 day
Valdosta State Prison & Valdosta Annex	1 day
Walker State Prison	1 day
Ware State Prison	1 day
Washington State Prison	1 day
Wilcox State Prison	1 day
Implementation Phase	96 days
Augusta State Medical Prison	48 days
ISP Circuit Installation, Router Installation and Testing	45 days
Schedule Implementation with all Parties	3 days
Equipment Shipment	7 days
Vendor Work	20 days
Onsite Testing	3 days
Post Installation Procedures	3 days

TASK NAME	DURATION
Activation Scheduling with Client Services	3 days
Activation - Client Services and Field Engineering Onsite	1 day
Install Kiosks at Remaining 27 Facilities Following Same Action Items as Augusta (Timeframes May Vary Between Facilities)	45-50 days
Arrendale State Prison	20 days
Inspection of existing kiosk placement and setup	2 days
Scheduling replacement activities with all parties	3 days
Updated equipment shipment	7 days
Vendor work (kiosk swap)	5 days
Onsite re-testing & activation	3 days
Upgrade the Remaining 4 Pilot Facilities Following Same Action Items as Arrendale (Emanuel, Pulaski, Whitworth & W. Central)	80 days
Monitoring & Controlling	3 days
Final Testing & Verification	3 days
All Kiosks Visible From JPay HQ	1 day
Deployment Kiosk Checklists Completed	1 day
Master Kiosk List Updated	2 days
Kiosks and LDM visible via NOC	2 days
Closeout Phase	3 days
Retrospect Meeting	1 day
Issues Faced	1 day
Lessons Learned Discussion	1 day
Action Item Discussion	1 day

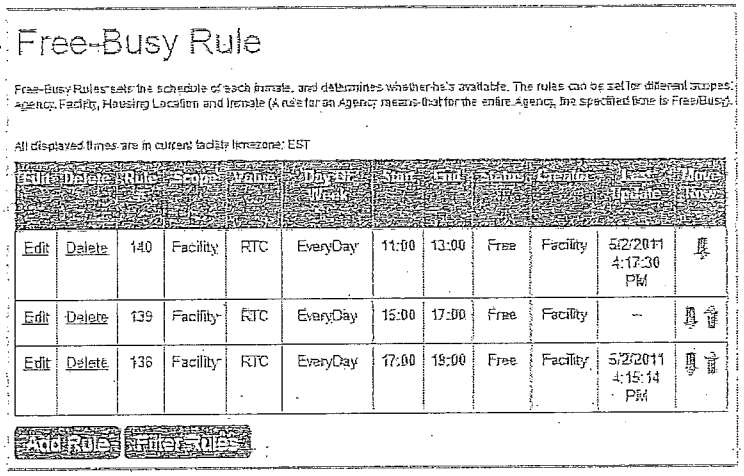
TASK NAME	DURATION
As-Built Documentation Review	3 days
Design and Network Configuration Information	1 day
RF Channel Planning and Frequency Use	1 day
Bandwidth measuring reports for LDM and all kiosks	3 days
Site diagram of mounting locations and equipment	3 days
SharePoint Documentation	2 days
Official Project Closure Notice	1 day

16. *Detail Kiosk Access Parameters to include logins during days and times set by the GDC, capability for Staff to configure session times and control the amount of times offenders are permitted to log in each day, verification of offenders using kiosks by Offenders ID and a minimum of one other verification confirmation process, and tracking of offender activity using the kiosk. Include in your discussion suspended transaction, recovery procedures, time out transactions, and any transactions that require a second level of credentials or confirmation.*

Kiosk Parameters

Access Controlled by GDC

Using JPay's Facility System, GDC staff can administer and monitor kiosk activity. GDC can set the days for kiosks to be accessible, the amount of logins permitted per day, the length of each session and the amount of time an offender has to wait between sessions. The system also lets GDC apply rules by kiosk, housing unit, facility or statewide.



Free-Busy Rule

Free-Busy Rules sets the schedule of each inmate, and determines whether he's available. The rules can be set for different scopes: Agency, Facility, Housing Location and Inmate (A rule for an Agency means that for the entire Agency, the specified time is Free/Busy).

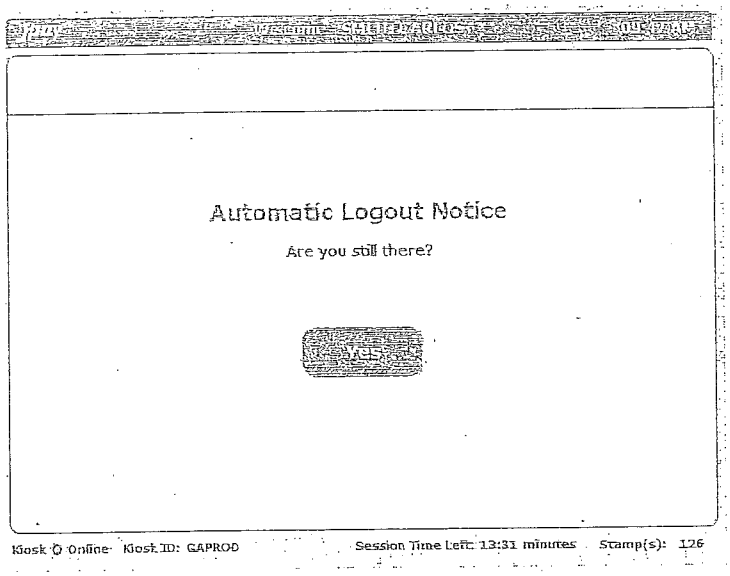
All displayed times are in current facility timezone: EST

Edit/Delete	Rule Id	Scope	Name	Day of Week	Start	End	Status	Creator	Last Update	Move
Edit Delete	140	Facility	RTC	EveryDay	11:00	13:00	Free	Facility	5/2/2011 4:17:30 PM	
Edit Delete	139	Facility	RTC	EveryDay	15:00	17:00	Free	Facility	--	
Edit Delete	138	Facility	RTC	EveryDay	17:00	19:00	Free	Facility	5/2/2011 4:15:14 PM	

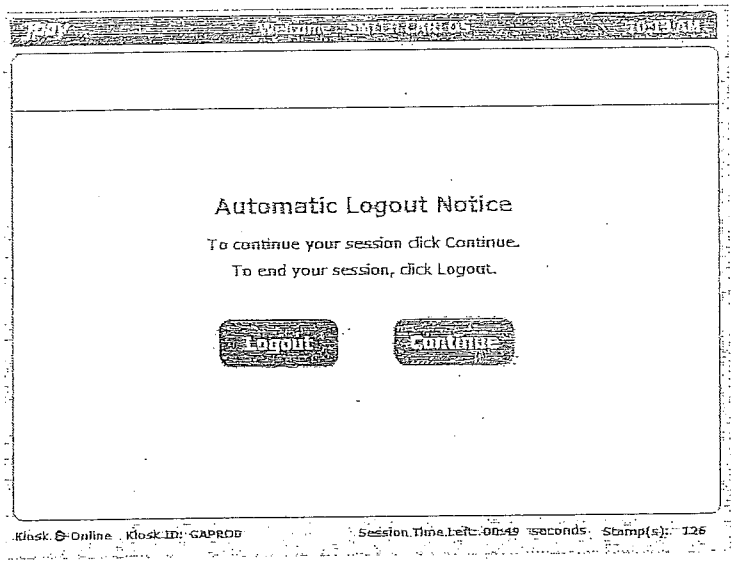
Add Rule | Filter Rules

Verification of Logged In Offenders

When offenders register to use a JPay kiosk, they are required to set up unique, secure credentials. Credentials consist of the offender ID, password and a security question for password recovery. To prevent unauthorized access, the kiosk can be configured to automatically logout the user after a period of idle time (*e.g.* 30 or 60 seconds of idle time). The following warning message will first appear:

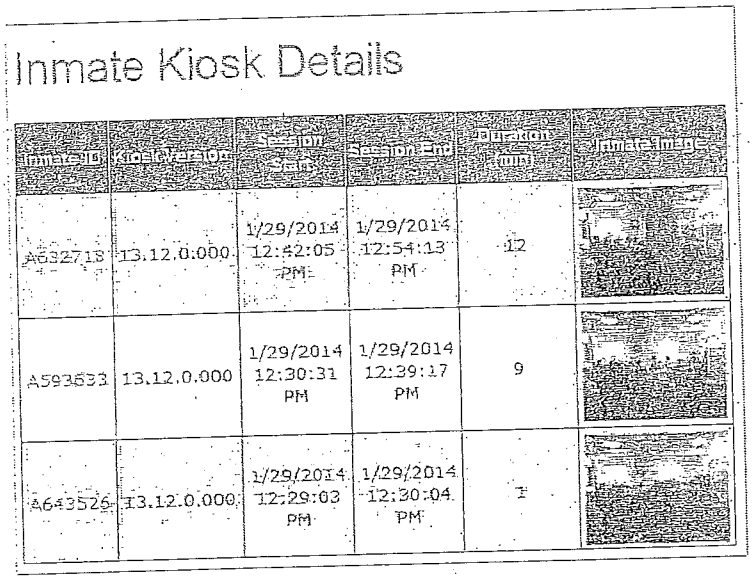


If the offender does not respond, the session will automatically end and the offender will be logged out. Most facilities choose to also display the following message 60 seconds prior to a forced log out:



Tracking Offender Kiosk Activity

Every time an offender logs onto the kiosk, a log of all activity is stored on the Facility System. These details include the login time, a picture of the kiosk user, the inmate ID and the activity history. In addition, more detailed actions taken on the kiosk (key strokes, error messages and more) are recorded and stored for maintenance and security purposes. When an incident occurs, the logs are inspected to identify any abnormalities. This information can be provided upon request by GDC.

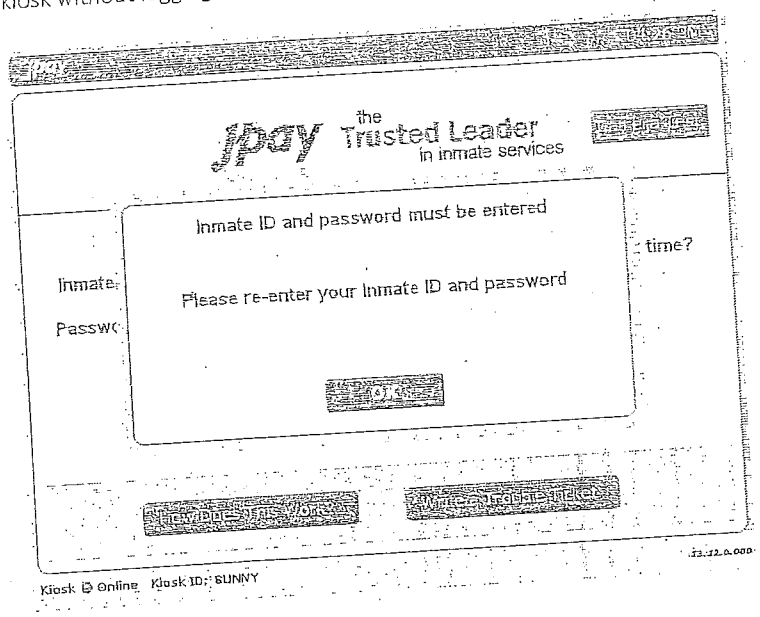


Inmate Kiosk Details

Inmate ID	Kiosk Device ID	Session Start	Session End	Duration (min)	Inmate Image
A632718	13.12.0.000	1/29/2014 12:42:05 PM	1/29/2014 12:54:13 PM	12	
A593633	13.12.0.000	1/29/2014 12:30:31 PM	1/29/2014 12:39:17 PM	9	
A643526	13.12.0.000	1/29/2014 12:29:03 PM	1/29/2014 12:30:04 PM	1	

Actions Which Require Confirmation

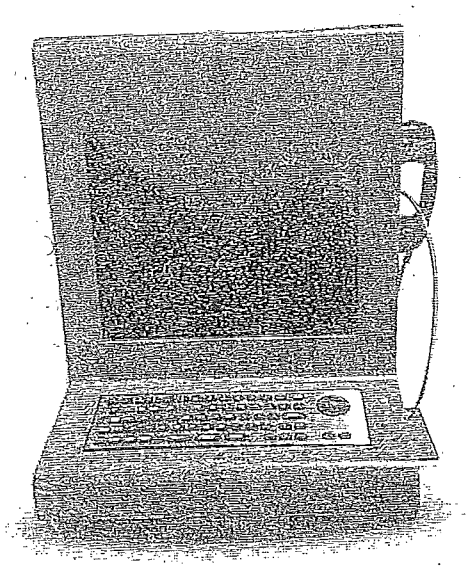
During a session, an offender is required to re-enter their ID and password in order to conduct a financial transaction. This provides an additional layer of security and ensures that even if an offender leaves the kiosk without logging out, an unauthorized user cannot compromise the account.

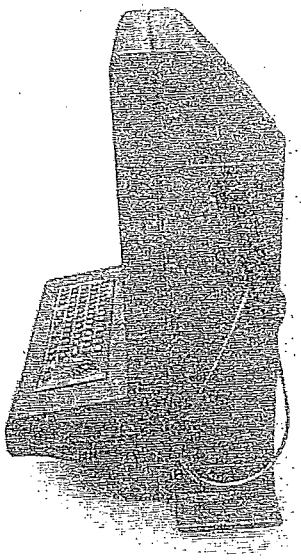


17. *Describe how the Kiosks proposed meet the Minimum Kiosk Functionality specified in the Program Requirements Document. Include diagrams, photos, or screen shots that demonstrate these capabilities.*

Kiosk Functionality

JPay is proud to offer GDC its new and improved offender kiosk for statewide rollout at every facility and in every dorm or housing unit. JPay recognizes that when more kiosks are deployed, more offenders use the services. This philosophy has pushed JPay to continuously design smarter, secure and more economical kiosks. All kiosk equipment, network infrastructure, labor, parts and maintenance is supplied and paid for by JPay.

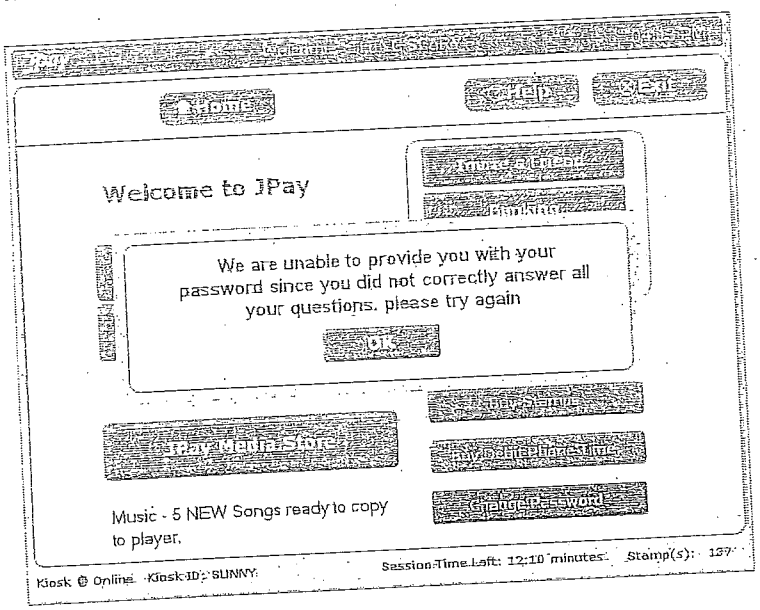




Secure Access

Registration and Login

When an offender registers to use a kiosk, they are required to set up unique, secure credentials. Credentials consist of the offender ID, password and a security question for password recovery.



Security-Focused Construction

All kiosks have sufficient ventilation and fans to keep the unit cool. In addition, keyboards and kiosk components are spill-proof. The entire kiosk is designed to withstand significant abuse under the toughest of environments.

JPay can add alarms to each kiosk before they are installed in the facility. Alarms are set to activate in case there is a kiosk breach. Alarms can be manually deactivated by facility staff or remotely by JPay. This functionality is not available today but can be implemented at the request of GDC.

Hardware Specifications

- Exterior shell: hardened steel enclosure with anti-vandal security lock and bolts
- Height: 25.00"
- Width: 18.10"
- Depth: 15.13"
- Weight: 60 lbs. (including PC & networking components)
- High strength scratch-resistant security glass
- T2 Carbon handset with ABS plastic receiver, secured caps, and an 18" exposed armored cord
- KKB-1000C Keyboard

Encased Components

- 17" LCD high resolution monitor with integrated Lexan 3M privacy screen
- Logitech B910 HD Webcam
- Lenovo M93 PC
- Up to 3.60 GHz dual core processor
- 4 GB of RAM
- 500 GB SATA hard drive
- 4 USB 3.0 ports (3 internal & 1 external)
- SynAccess NP-02 Web Power Switch Remote Reboot PDU
- NETGEAR Fast Ethernet Switch FS105 v2/FS108 v2
- 4 outlet surge-protected power strip

Environmental & Electrical Specifications

- All electrical components are UL certified
- Power ratings:115/60-1.5 amp
- Standard earth grounding
- Temperature range: 32 degrees - 104 degrees Fahrenheit
- Designed to operate within a 0 - 90% relative humidity range

The new kiosk features a hardened steel enclosure that is significantly lighter and more durable than our previous model. Each kiosk also includes a T2 Carbon handset with secured caps; a heavy duty 18" exposed armored cord, and ABS construction.

The keyboard features anti-vandal keys and a trackball combination component that is resistant to liquid, dust and debris. With a sealed metal base, the keyboard is ideally suited for environments where vandalism, watertight integrity and weather are major concerns.

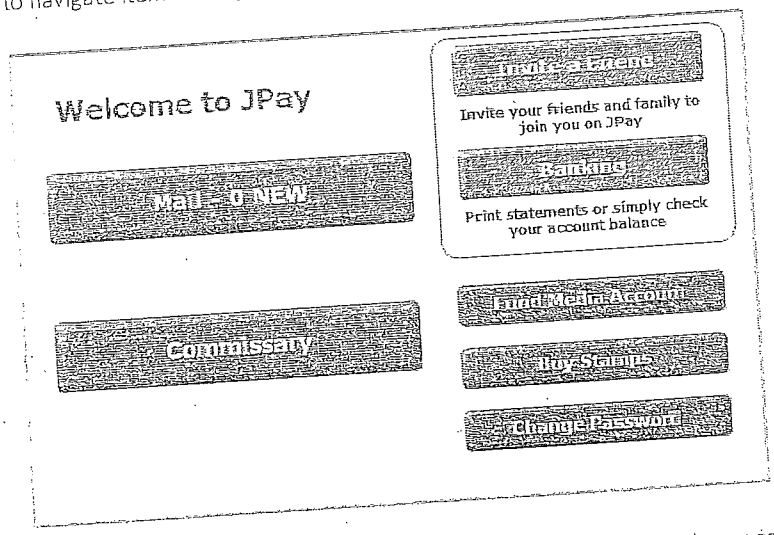
18. *Detail how the proposed solution provides for an interface to allow offenders to access the Commissary and conduct purchases. Where the provider of the kiosk and the provider of the commissary are not the same, explain how a seamless transaction/shopping experience will be provided.*

Commissary Ordering

Introduction

JPay is not a commissary provider. JPay is a software company dedicated to providing technology solutions for correctional agencies. JPay's commissary ordering application is designed to be compatible with any commissary system. The commissary ordering application is currently deployed on JPay's kiosks at the Indiana Department of Correction.

The system is designed to let offenders browse items, complete with pictures, pricing and availability. Ordering is intuitive, similar to the experience on Amazon or eBay. This process gives offenders the ability to navigate item catalogs and shopping carts just as they can in the outside world.

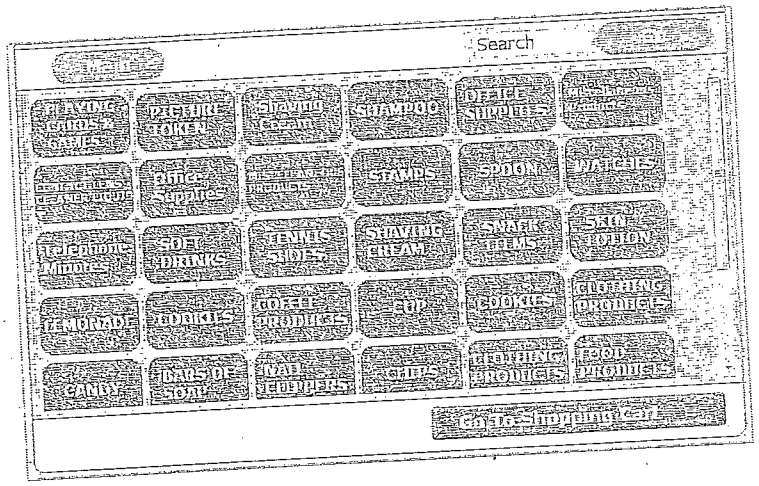


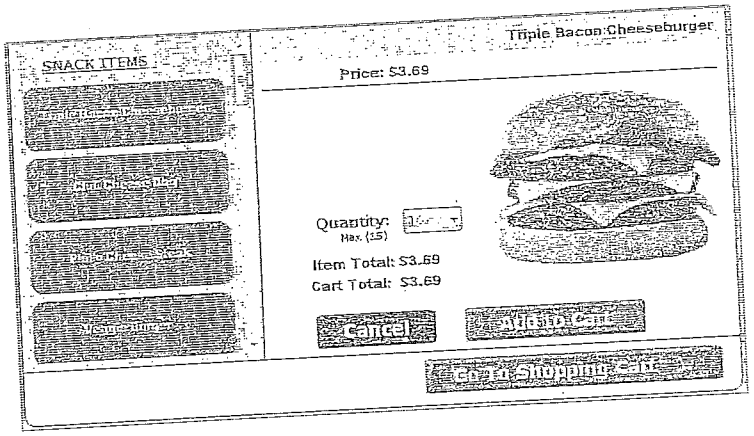
Technologically, the ordering application is agnostic to any commissary company, meaning that our system can interface with any commissary provider whether it is the state itself or a vendor. JPay only needs an .xml file containing a list of the items, categories, and pricing, and the electronic catalog can be updated immediately. Once received, items and categories are displayed on a beautiful user interface making the entire ordering process simple, fast and intuitive.

If desired, items can be filtered to only display what is available based on attributes such as gender and custody level. The kiosk can match the current commissary ordering schedule, whether orders are processed daily, weekly, or monthly, with different housing units processing on different days. Should there not be a set schedule for certain locations, processing can be manually set. Once the order is submitted, a file is then created and sent to the commissary provider for processing and fulfillment.

The Ordering Process

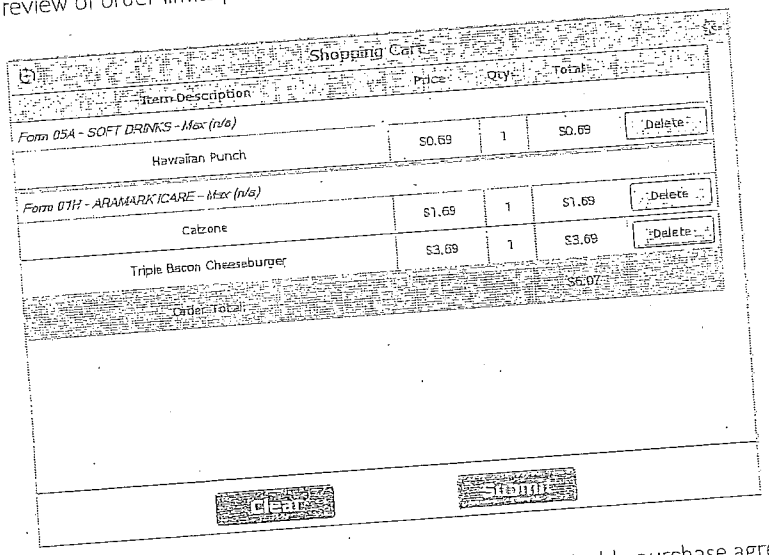
Offenders can browse by categories or use the text search to look for items, see pictures of the products, and add desired purchases to the shopping cart.



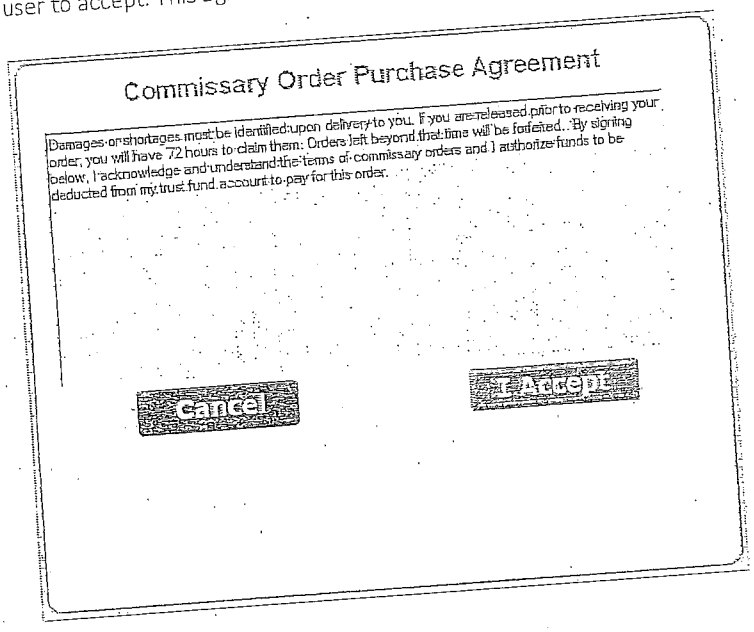


Shopping Cart

Products in the shopping cart are automatically saved until the order is submitted even if the offender logs out of the kiosk. Items are also grouped by numbers and category labels (if applicable) to allow for easy review of order limits prior to submission.

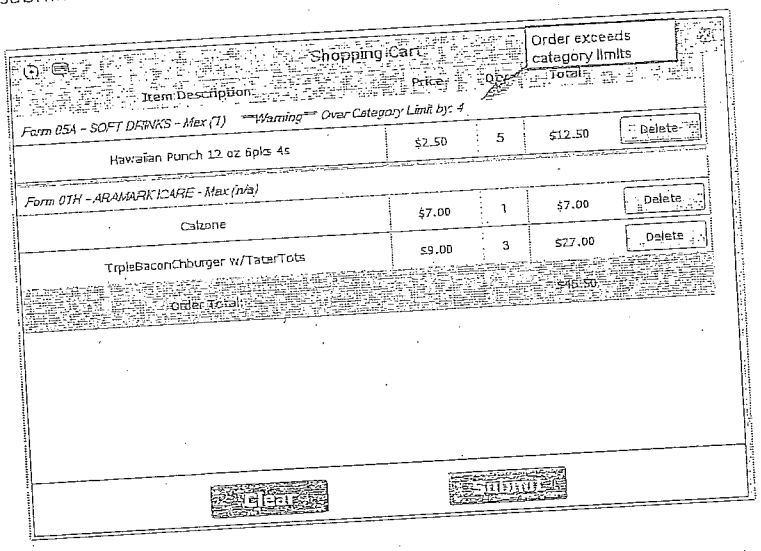


Once the user is ready to submit the order, a customizable purchase agreement may be presented to the user to accept. This agreement would need to be accepted for the order to proceed.



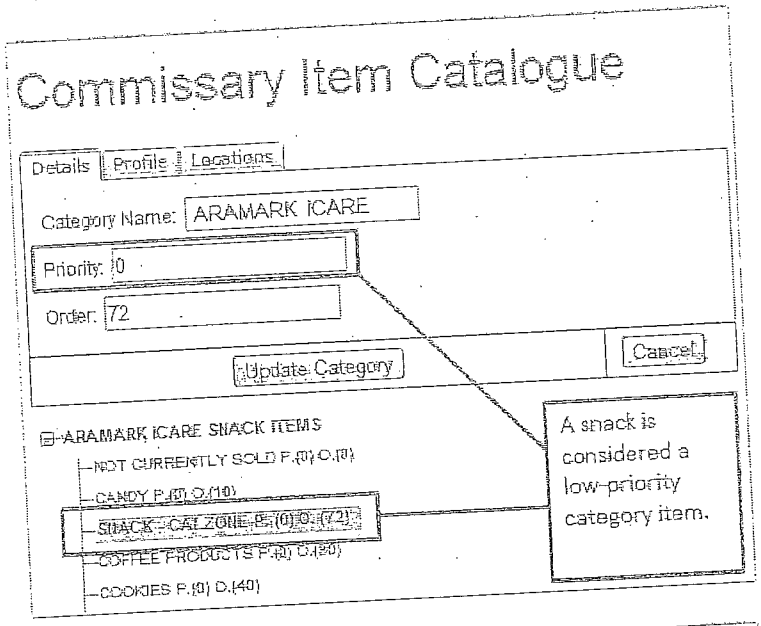
Order Limits

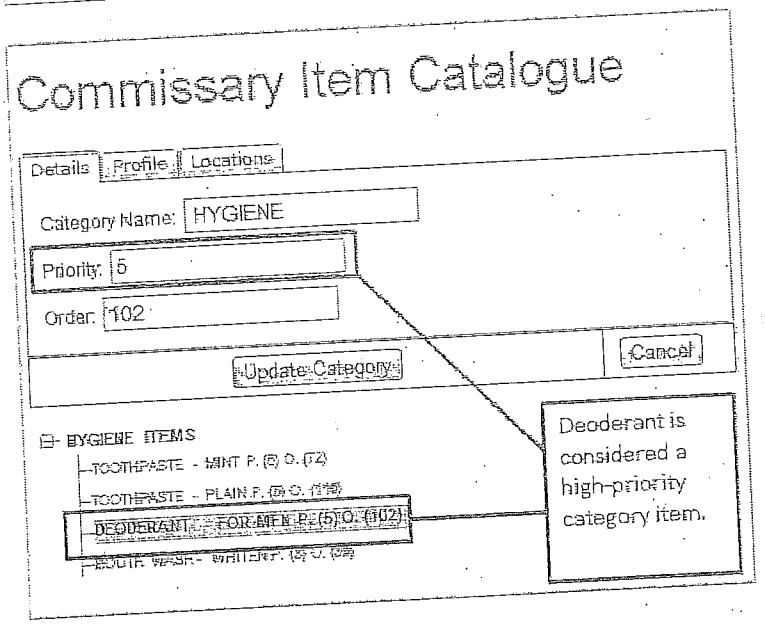
At certain points in the ordering process, checks can be made to ensure that the order does not exceed pre-defined and configurable limits such as inventory available, category thresholds, or the offender's trust account balance. If a limit is reached, the user is advised to make changes before the order can be submitted.



Automatic Adjustments

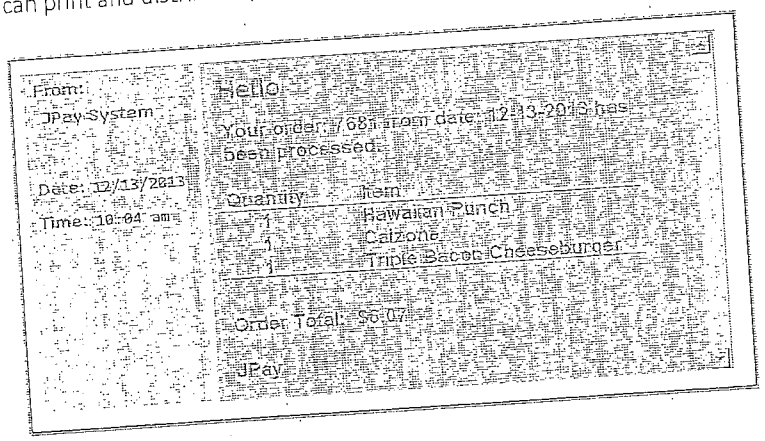
The ordering system can also be configured to remove items based on priority if the total order amount exceeds the offender's available balance. For example, if an offender tries to purchase two items but can only afford one, then the system would remove the lower-priority category item in the order.





Order Confirmation

Upon completion of an order, an email confirmation is sent to the offender. If the offender does not have access to email and GDC so desires, a receipt can be generated from the Facility System and mailroom staff can print and distribute the receipt.



Order Fulfillment

Once an order has been placed, the offender name, ID and order information is added to the fulfillment file. Each day a fulfillment file is sent to the commissary provider for fulfillment.

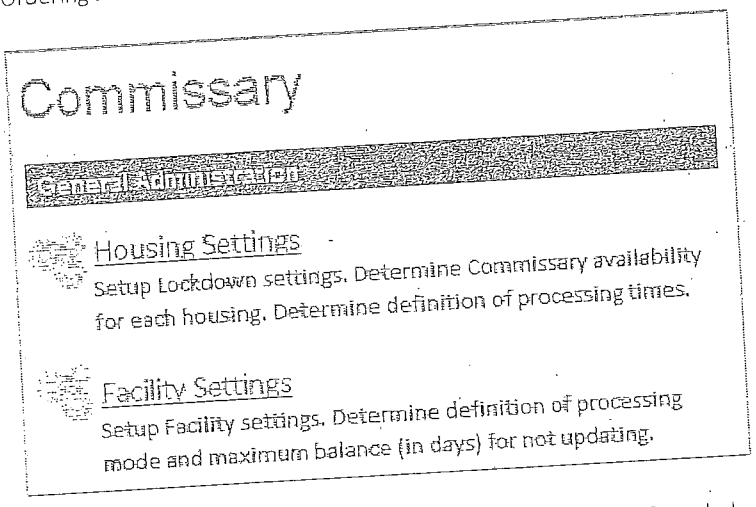
Once the commissary application is set up, it will run automatically, creating a seamless experience for the offenders, commissary provider and facility staff.

Back Office Administration

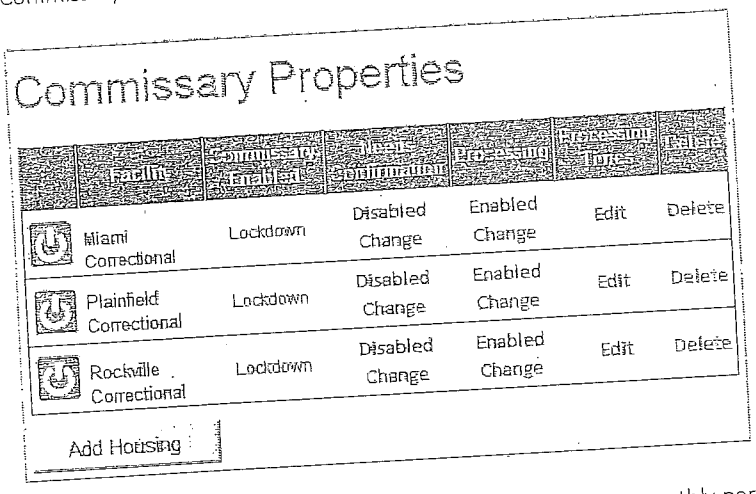
JPay provides a user interface, the Facility System, for GDC to administer all of its services. Included is the commissary section which lets staff:

- Edit times for order processing
- Enable and disable commissary ordering on the kiosk
- Enable or disable order processing
- Manually adjust catalog items
- Review past order details

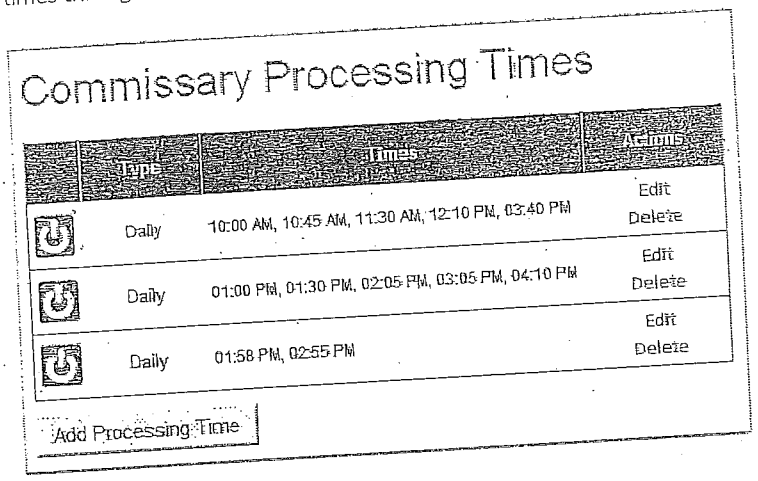
Ordering schedules can be set at the facility or housing unit level for increased granularity.



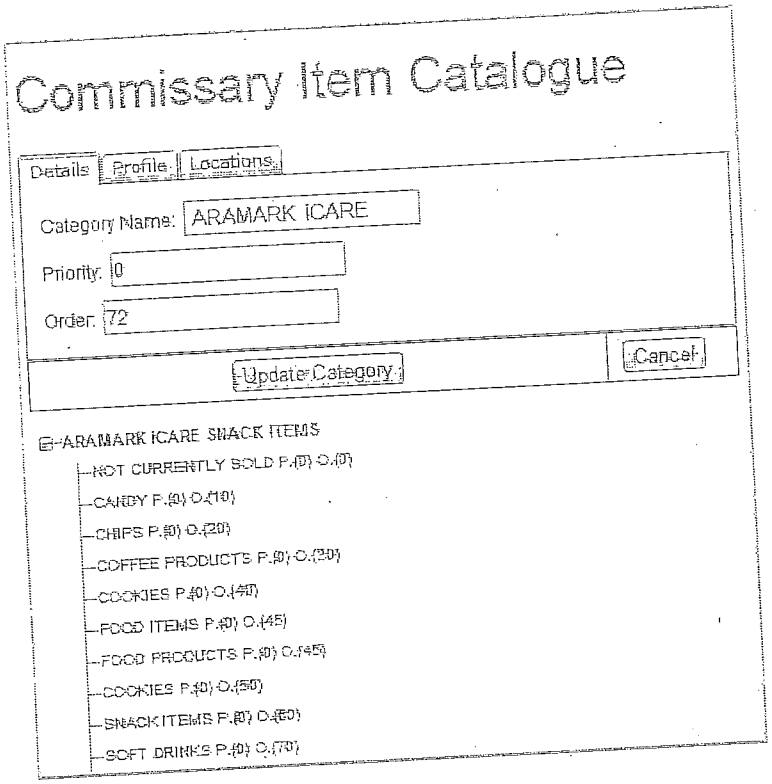
Commissary ordering and/or processing can also be disabled if needed.



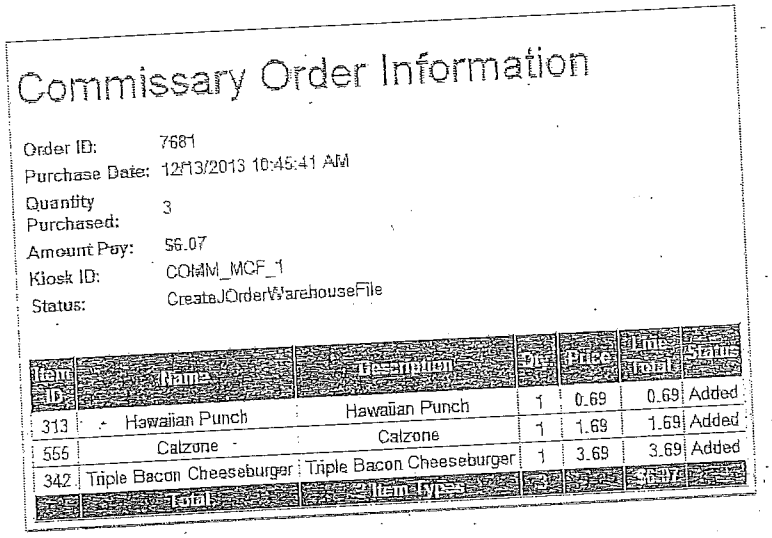
Additionally, the system can accommodate daily, weekly, or monthly periods, with multiple processing times throughout the day.



Though perfect file integration allows for automatic, real-time catalog updates, the system allows for manual updates as well. For example, categories can be added or updated by facility staff.



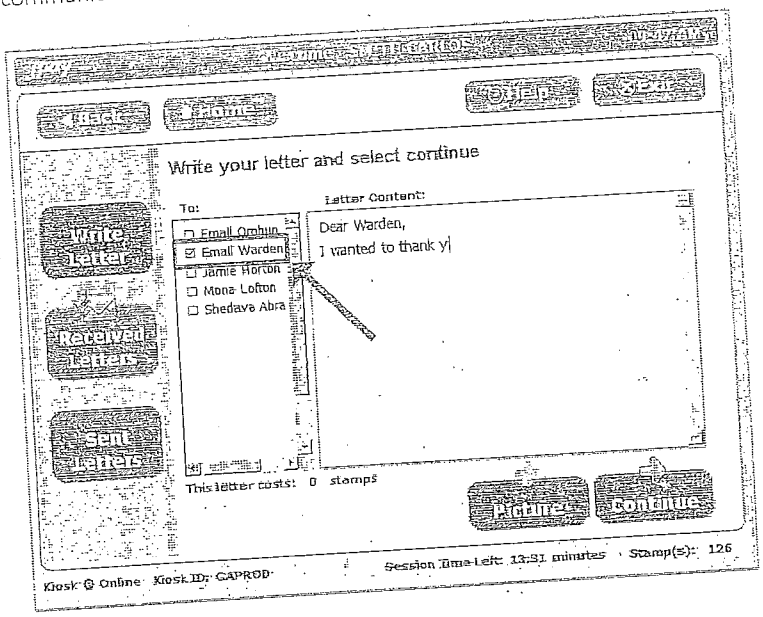
Ad hoc reports can be generated on a facility, regional or state-wide level. Staff can drill down to individual orders and look up orders based on offender name, offender ID or order ID.



19. *Describe how GDC staff will send, retrieve, and interact with kiosk communications from their own desktops or portable/mobile devices.*

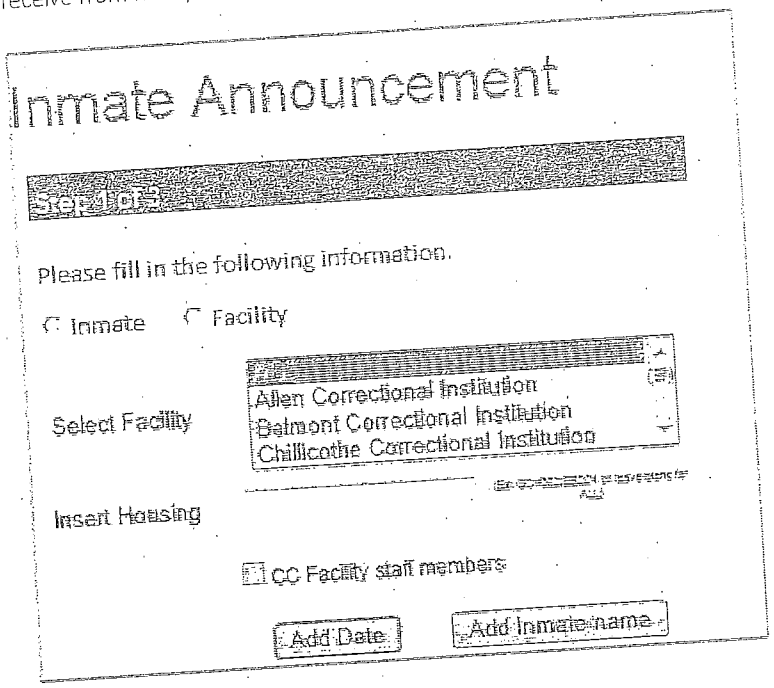
Offender to Staff Communication

Today, JPay's platform allows offenders to send communications to DOC approved staff in the same manner as offenders send emails to family and friends. The designated staff will appear in the offender's approved contact list. This feature allows GDC to select which staff receives offender communications, how the GDC staff should appear on the contact list (i.e. inmate grievance or warden) and where the communication should be sent (i.e. warden's email address or Facility System).



Staff to Offender Communication

From the Facility System, GDC staff can reply or send new messages to offenders. Messages or announcements can also be sent to multiple offenders, entire housing units, one or multiple facilities or statewide. All messages are received in the offender's inbox along with any other messages they may receive from family and friends.



Approved Third Party Communication

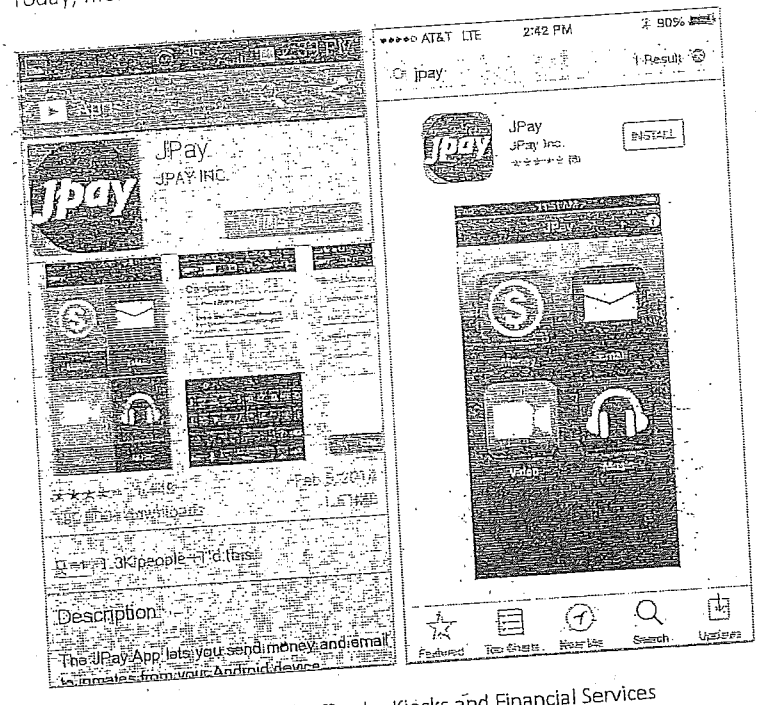
At no cost to GDC, JPay can provide offenders with the ability to communicate with approved third-parties. For example, JPay has recently deployed a PREA reporting feature as part of JPay's email system. PREA can appear in each offender's approved contact list so offenders can report incidents in the form of outbound emails to a facility-designated PREA email address.

20. *Describe how the proposed solution will accommodate E-mail accounts.*

Email on the Go

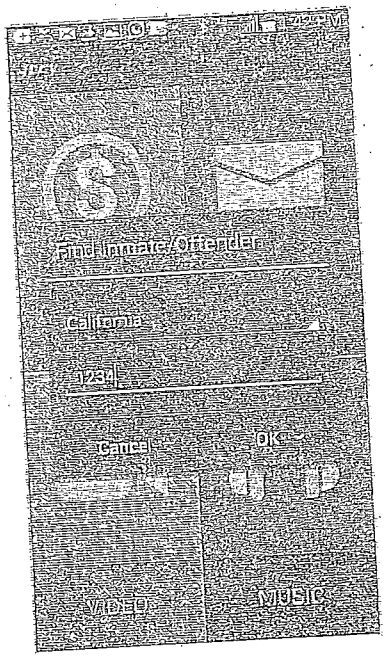


Let's face it, mobile devices have drastically shifted the online landscape of how people access the Internet. More than 50 percent of all email is read on a smartphone or mobile device and the trend is growing. JPay in turn has created a customized app that lets friends and family send email on the go. The app is available for Android and iPhone, and downloading is quick and easy from Google Play or the Apple App store. Today, more than 100,000 customers use the JPay app on a monthly basis!



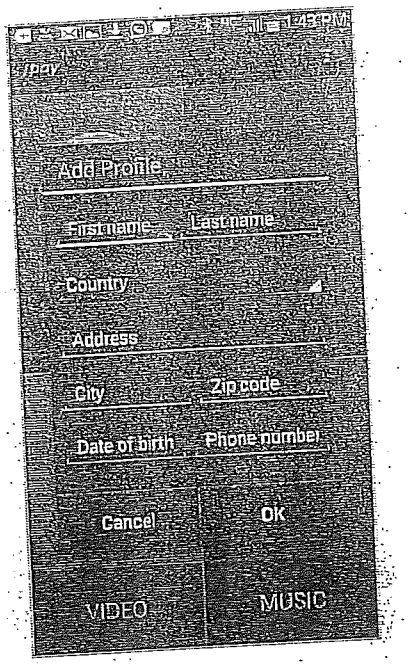
Registration

Once the app is downloaded, the customer can create an account in a few easy steps with an email address and password. To begin using email, the customer must provide profile and credit/debit card information.



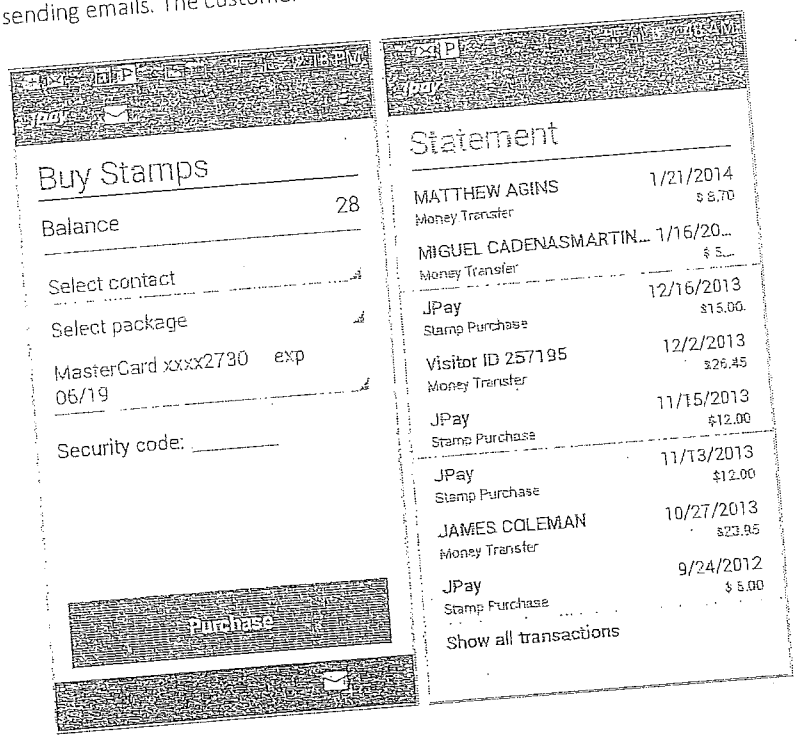
Offender Search

The user must then locate and confirm the offender name and ID. If the ID is not entered correctly, the system searches for all ID numbers with similar characters and will present the customer with a list of inmate names/IDs to choose from. This feature is unique to JPay and greatly enhances the user experience.



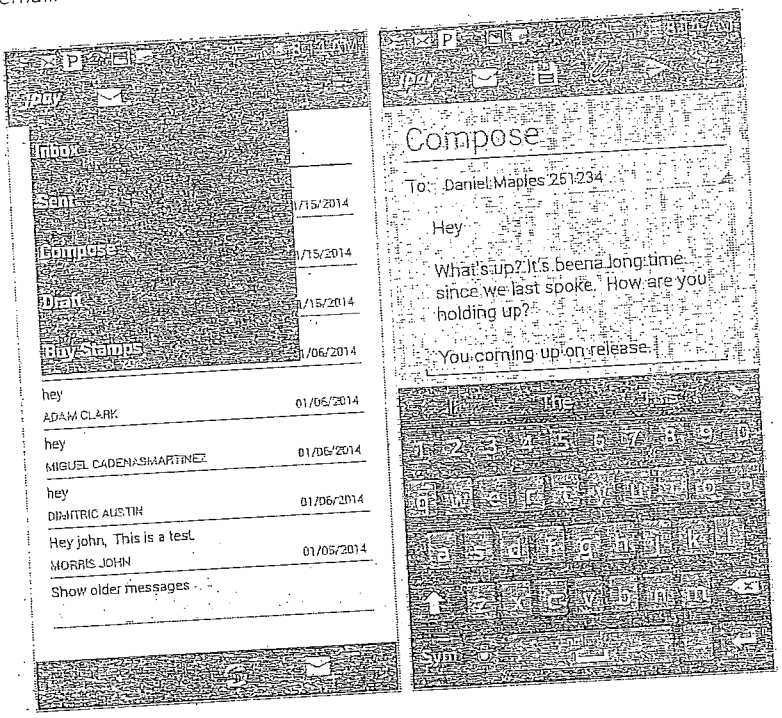
Buying Stamps

The customer must first purchase stamps in order to send email from the app. The customer simply chooses a stamp package, selects and confirms the payment method and clicks "Purchase." As soon as the transaction is completed, a transaction receipt is emailed to the customer and the customer can begin sending emails. The customer can also review their transaction history on the "Statement" screen.



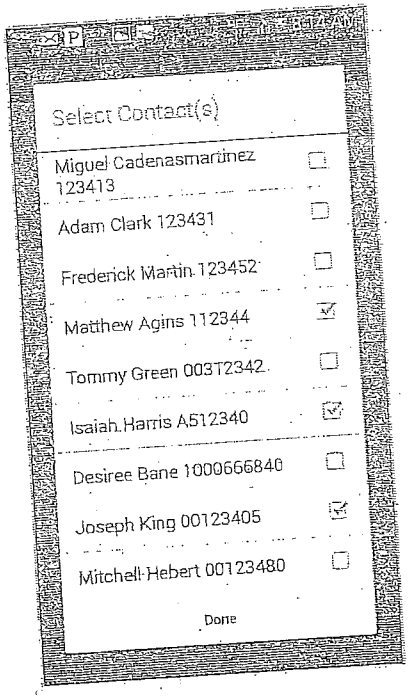
Composing an Email

Once the user has purchased stamps, the process of composing and sending an email is similar to the experience of sending an email through any mainstream platform. The user simply chooses compose from the drop down menu to compose their message. The customer can also attach a photo attachment to the email.



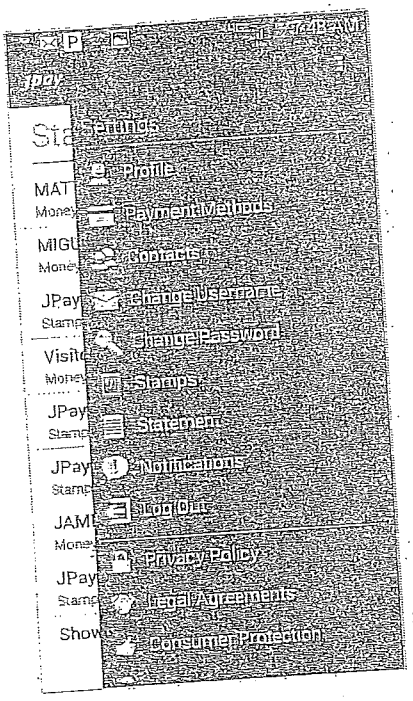
Sending to Multiple Offenders

Customers can easily send one email to multiple offenders. This feature is available to customers using the mobile app as well as the JPay website.



Profile Settings

The JPay app offers all the functionality of our website. Customers can add or delete an offender, update their payment methods, purchase stamps and much more.

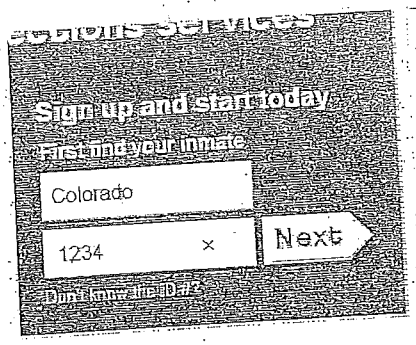


Email on the Web



Offender Search

To begin sending emails, friends and family visit JPay.com. Repeat customers simply login and first time users must register for a free account. Registering for an account begins by finding the offender. If the offender ID number is not entered correctly and an exact match is not found, the system will present the customer with a list of similar offender names/IDs to choose from (based on a search of similar characters on the offender file). 99% of the time the customer finds their offender.

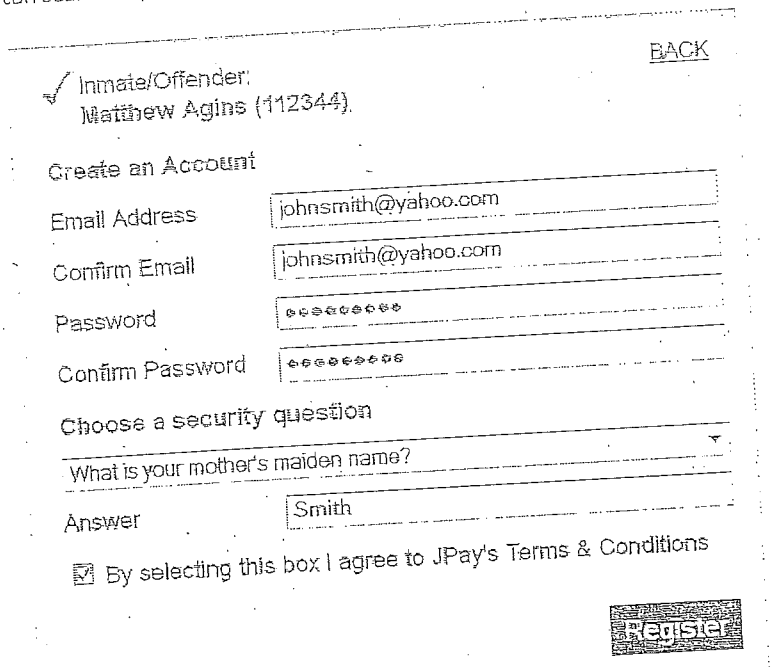


Search Results
Selected State: "Colorado"
Select your Inmate/Offender

Name	ID	Agency
Matthew Agins	112344	Colorado
Dimitric Austin	123405	Colorado
Miguel Cadenasmartinez	123413	Colorado
Adam Clark	123431	Colorado
Okey Parsons	123436	Colorado
Mark Phipps	123437	Colorado

Account Registration

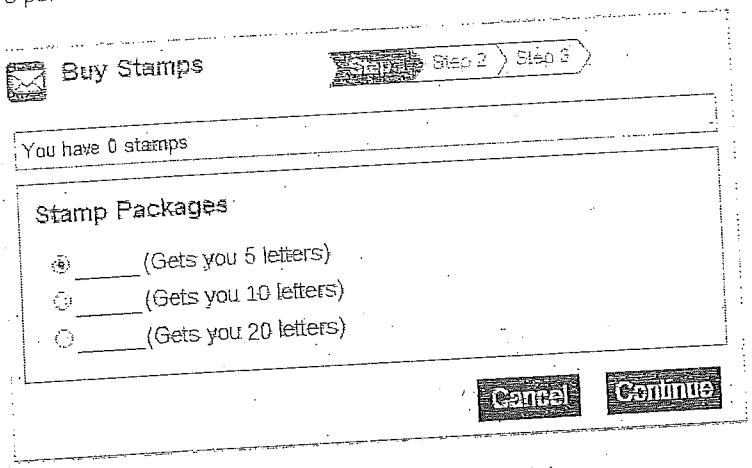
Once the offender is selected, the system prompts the user to set up a free account. Only an email address, password and security question are required to set up an account. Account creation is simple so customers can seamlessly continue with their transaction.



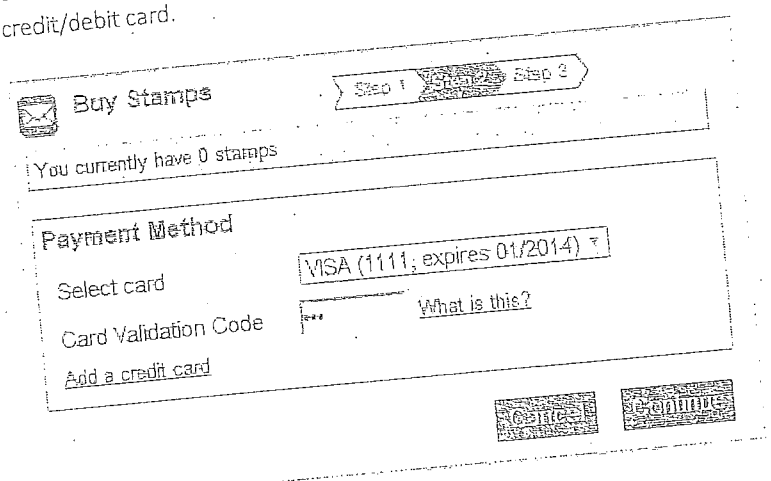
Purchasing Stamps

Friends and family can purchase stamps on JPay.com. We offer different packages with bulk discounts. Stamps can be used for emails, photo attachments and VideoGrams. There are no hidden fees or taxes when purchasing email stamps or any of JPay's services.

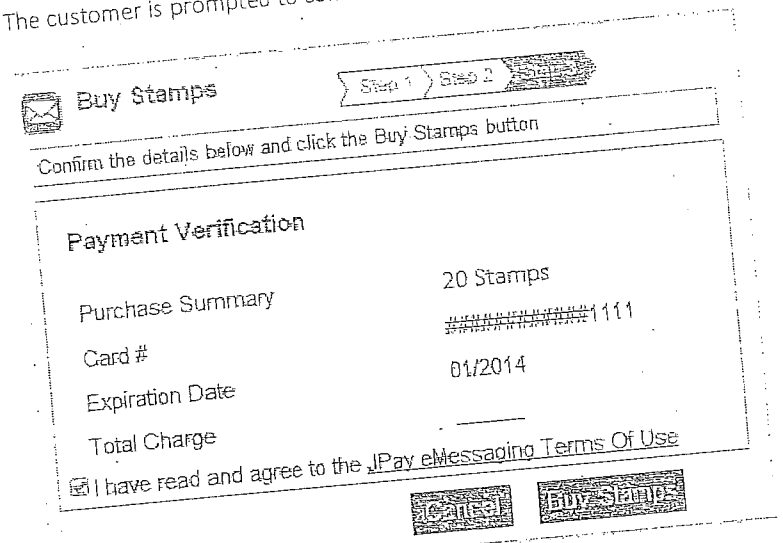
To purchase stamps, a customer will simply log in and select a stamp package.



Once a package is selected, the user is then prompted to pay using a Visa or MasterCard branded credit/debit card.



The customer is prompted to confirm the transaction.



As soon as the transaction is completed, the customer can begin sending emails.

Compose

Composing an email on JPay is almost identical to the experience of composing a message on a platform like Gmail or Yahoo. Customers simply click "Compose," select their offender(s) and begin typing. The system auto-saves the message every few minutes in case the composition is interrupted prior to completion. The customer can also attach an image or record a 30 second video clip. Before sending, customers also have the option of previewing their message. If GDC wishes, JPay can also add the option for customers to include a single prepaid reply with their message. This allows an offender to respond without having to purchase stamps.

Inbox

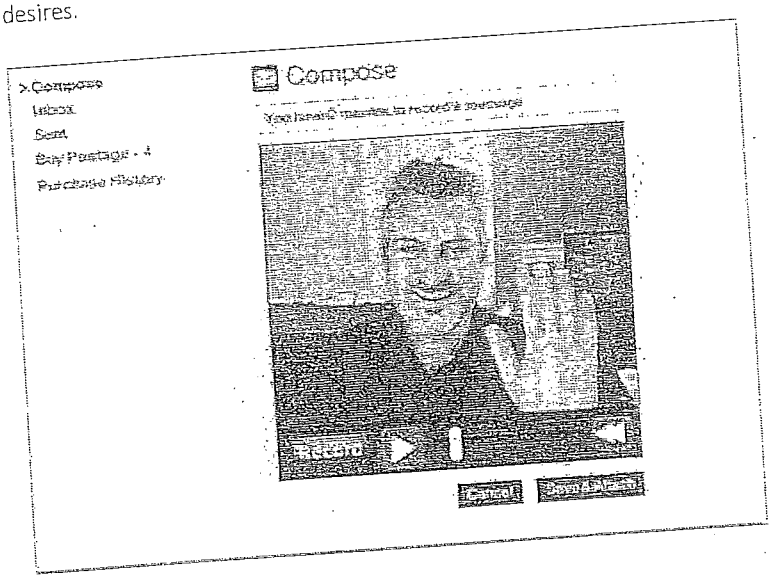
All emails received from offenders go to the customer's JPay inbox. Customers receive a notification, sent to the email address on their JPay account profile, informing them that a new message is in their inbox. If the customer is using the JPay mobile app, a push notification appears when the offender email is received. All sent and received messages are stored and can be accessed at any time.

Photo Attachments

A unique feature JPay offers is the ability to send attachments with an email. A user can include as many attachments as GDC permits so long as they meet any pre-determined size requirements.

VideoGram Attachments

As with most of our services, JPay was the first to introduce VideoGrams to the corrections market. In fact, JPay is the only company that has a working video attachment product in the corrections market. A VideoGram is a video clip that can be recorded by the customer on JPay.com. Each VideoGram is paid for in stamps and can be sent just like a photo attachment. After gathering customer feedback, JPay set the VideoGram time limit to 30 seconds. However, JPay can increase the permitted length to 60 seconds if GDC desires.



VideoGrams, Reinvented

Sending VideoGrams from a customer's mobile phone or tablet makes it simple to share experiences with offenders, wherever they are. With JPay's mobile VideoGram feature, sharing a story or celebrating a birthday just got easier. Family and friends are able to connect with offenders in an entirely new way.



The newly redesigned VideoGram product is a stand-alone app that lets family and friends create 30 second video clips from their smartphone. The offender can respond from the kiosk and a video conversation commences. This innovation is significant because we now have a way for family and offenders to communicate, using video and smartphones, with lower fees than traditional video visits. Staff must approve all videos prior to delivery.

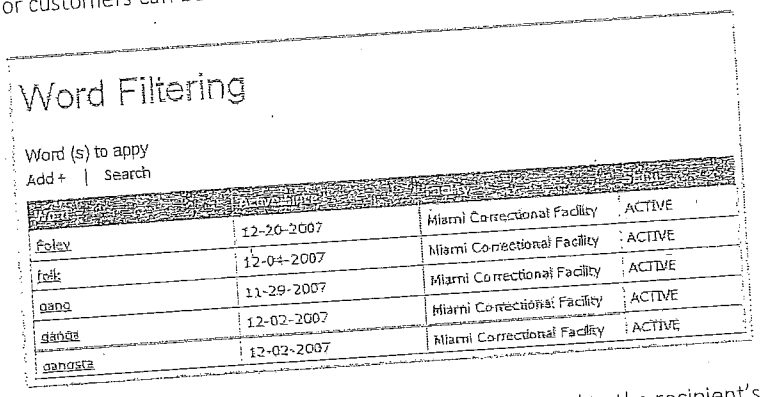
21. *Detail how messages will be scanned prior to receipt or release, and how identified risk communications will be escalated to the GDC.*

Screening System

Introduction

When a customer or offender sends a message, the message is automatically screened for predefined words, attachments, customers and offenders. Depending upon the parameters set by GDC on a statewide or facility level, the email may be flagged, rejected or released to the offender.

GDC can pre-populate the system with words, key phrases or character strings that flag and restrict an email from being received by the intended recipient until it is reviewed. GDC staff can manage the word dictionary and user watch lists, or have JPay administer the system. All changes occur in real time and are populated system-wide instantaneously. Entire dictionaries, single words or phrases, suspicious offenders or customers can be established state-wide or shared by region or by facility.



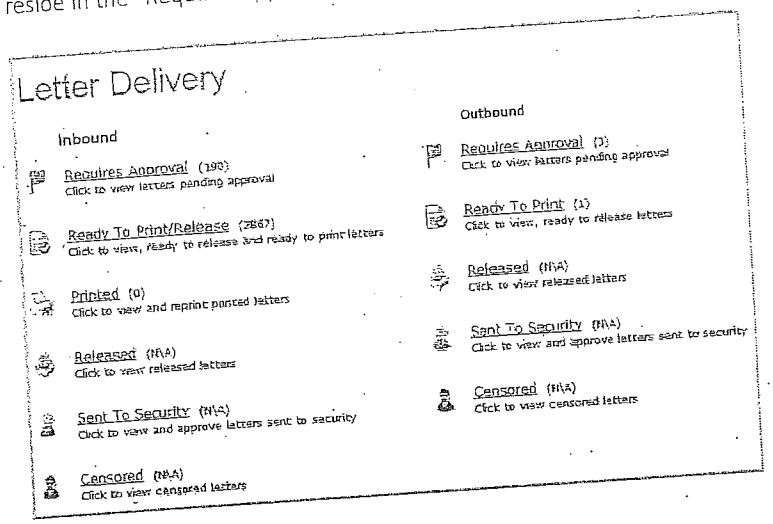
Word Filtering

Word (s) to appy

Add + | Search

Foley	12-20-2007	Miami Correctional Facility	ACTIVE
fork	12-04-2007	Miami Correctional Facility	ACTIVE
gang	11-29-2007	Miami Correctional Facility	ACTIVE
ganga	12-02-2007	Miami Correctional Facility	ACTIVE
gangsta	12-02-2007	Miami Correctional Facility	ACTIVE

Flagged emails require approval before being delivered to the recipient's inbox. All messages containing attachments are automatically flagged for review. Messages are then presented in "Buckets" depending on status. For example, all messages that contained words flagged by the dictionary or user watch lists would reside in the "Requires Approval" bucket shown below.



Letter Delivery

Inbound

Requires Approval (190)
Click to view letters pending approval

Ready To Print/Release (2867)
Click to view, ready to release and ready to print letters

Printed (0)
Click to view and reprint printed letters

Released (N\A)
Click to view released letters

Sent To Security (N\A)
Click to view and approve letters sent to security

Censored (N\A)
Click to view censored letters

Outbound

Requires Approval (3)
Click to view letters pending approval

Ready To Print (1)
Click to view, ready to release letters

Released (N\A)
Click to view released letters

Sent To Security (N\A)
Click to view and approve letters sent to security

Censored (N\A)
Click to view censored letters

Flagged messages cannot be distributed to the offender or customer until they are approved by GDC. For security purposes, all messages containing an attachment are automatically held until manually approved. A mail auditing feature tracks all staff activity so supervisors can review who approved and released individual messages. Emails can be flagged for various reasons such as:

- Word List - Flagged because a word from the "flagged word" list was used
- Watch List - Flagged because an offender or customer is on a watch list
- Contains a photo attachment
- Contains a VideoGram

Approval Process

Approved users can either release the message to the recipient or request additional review. Typically agencies pre-determine who performs any additional review of an email to determine if it's a security threat. That team, usually investigators, can release the email or return it to the sender.

In addition, the email can be indefinitely detained or discarded entirely. The GDC user has the option to notify the customer and/or offender if and why the message was discarded.

To save time and keep the mailroom operating at the highest levels of efficiency, JPay created an "Approve All" feature. If messages go through the screening process and are not flagged by a watch list, the messages can be automatically released to the offender.

Flagged Emails

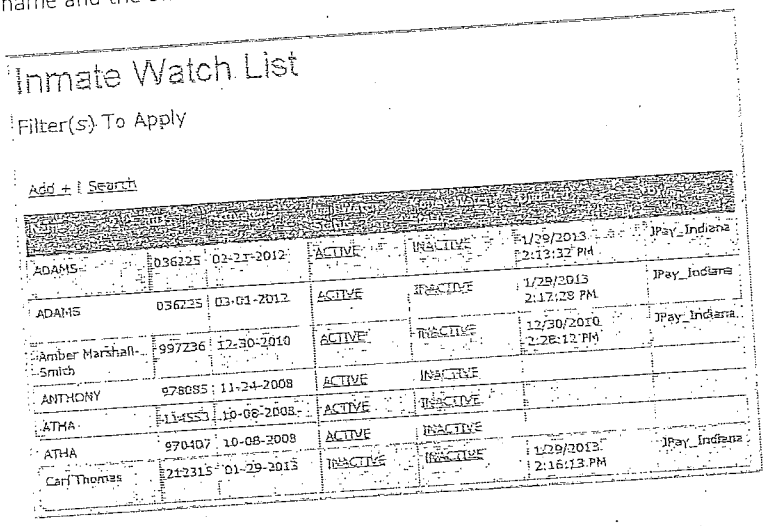
JPay designed and perfected the flagged email review process so that investigators get accurate and relevant Intel. JPay will work with GDC to develop a word list that will effectively flag critical emails without overburdening mailroom staff or negatively impacting the email service.

Once a word list is set, JPay provides ongoing metrics on how often words are flagged and the type of words being flagged. This information provides GDC with the ability to identify the most critical and up-to-date words, and adjust their word list accordingly. For example, the word "kill" is part of many common expressions such as *"I would kill for a good sandwich" or "you are killing me."* Although this word may seem to be a likely candidate to include in the word list, based on our experience JPay strongly discourages flagging this word because it appears in a significant amount of email traffic. Such repeated false positives serve to frustrate staff and delay the delivery of legitimate communications. Not only does JPay offer a comprehensive email product along with an abundance of Intel tools, but JPay will work closely with mailroom staff and Intel officers so GDC reaps all the benefits of our experience with common versus actually dangerous words and phrases.

Watch Lists

Introduction

Facility staff can place any offender or customer on a watch list. Customers can be added to a watch list for a specific product (like email), a combination of products (such as money and email), or for all JPay services. When a message is sent to/from a customer or to/from an offender on the watch list, an email alert can be automatically sent to the investigating officer. This notification details the type of transaction, customer name and the offender name and ID. The officer can then approve or deny the transaction.



Alert Options

In addition to being alerted when particular actions take place, GDC staff can choose to receive alerts any time an email arrives in a particular "Bucket." If an email is deemed inappropriate for delivery and moved to the "Censored Bucket", the staff member can be alerted by an email. For example, staff can elect to be alerted every time a picture attachment is discarded.

Approved GDC staff may configure the data and the messaging alert system according to their rules and regulations. GDC staff can customize their own set of alerts based on offender and customer activity. For example, a staff member may choose to receive an alert if multiple offenders are receiving messages or money from one customer. The JPay system will alert the staff member via an email whenever this customer uses the system to send money or emails to an offender. This introduces an unprecedented level of detection capability to correctional staff.

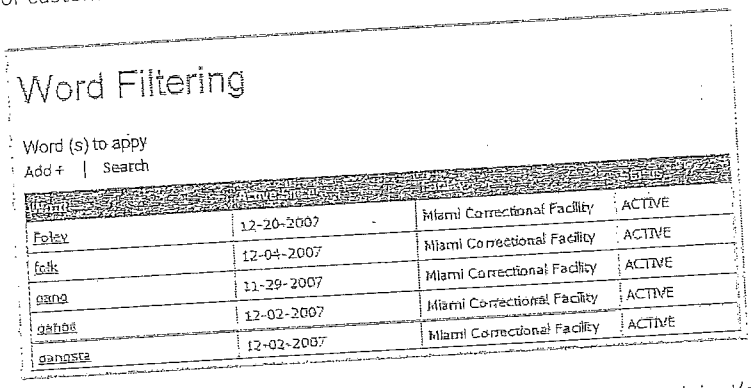
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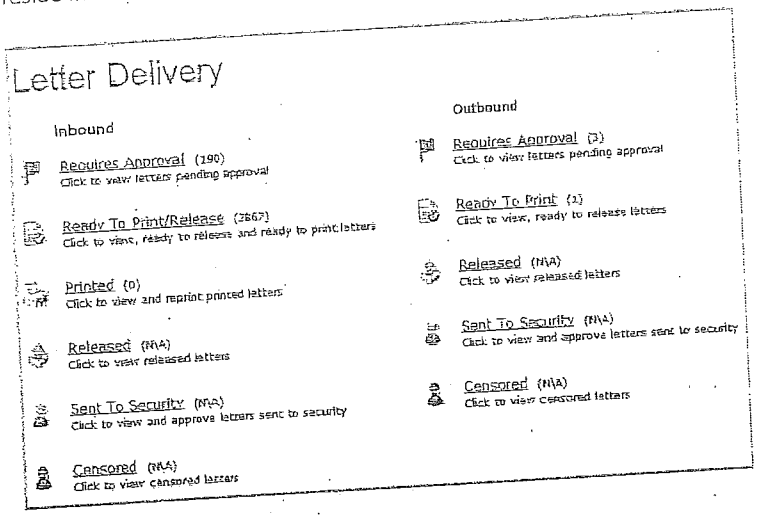
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folk	12-04-2007	Miami Correctional Facility	ACTIVE
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gaynor	12-02-2007	Miami Correctional Facility	ACTIVE
gangsta	12-02-2007	Miami Correctional Facility	ACTIVE

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Censored (N/A)
Click to view censored letters

Flagged messages cannot be distributed to the offender or customer until they are approved by GDC. For security purposes, all messages containing an attachment are automatically held until manually approved. A mail auditing feature tracks all staff activity so supervisors can review who approved and released individual messages. Emails can be flagged for various reasons such as:

- Word List - Flagged because a word from the "flagged word" list was used
- Watch List - Flagged because an offender or customer is on a watch list
- Contains a photo attachment
- Contains a VideoGram

Approval Process

Approved users can either release the message to the recipient or request additional review. Typically agencies pre-determine who performs any additional review of an email to determine if it's a security threat. That team, usually investigators, can release the email or return it to the sender.

In addition, the email can be indefinitely detained or discarded entirely. The GDC user has the option to notify the customer and/or offender if and why the message was discarded.

To save time and keep the mailroom operating at the highest levels of efficiency, JPay created an "Approve All" feature. If messages go through the screening process and are not flagged by a watch list, the messages can be automatically released to the offender.

Flagged Emails

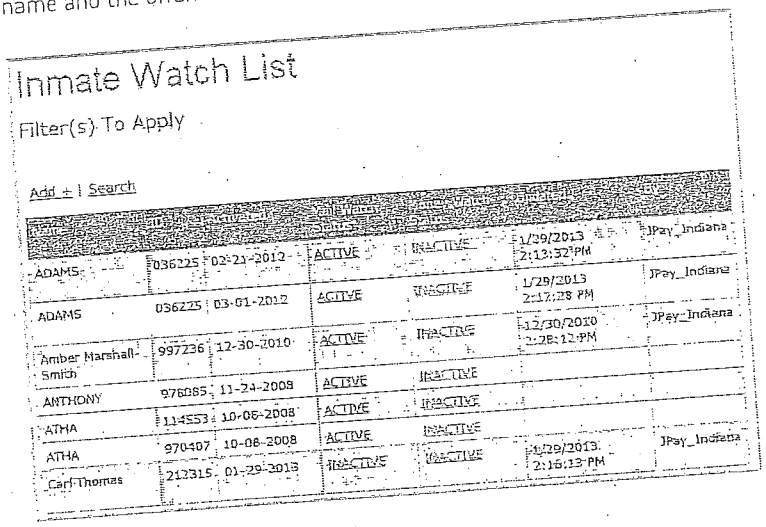
JPay designed and perfected the flagged email review process so that investigators get accurate and relevant Intel. JPay will work with GDC to develop a word list that will effectively flag critical emails without overburdening mailroom staff or negatively impacting the email service.

Once a word list is set, JPay provides ongoing metrics on how often words are flagged and the type of words being flagged. This information provides GDC with the ability to identify the most critical and up-to-date words, and adjust their word list accordingly. For example, the word "kill" is part of many common expressions such as *"I would kill for a good sandwich"* or *"you are killing me."* Although this word may seem to be a likely candidate to include in the word list, based on our experience JPay strongly discourages flagging this word because it appears in a significant amount of email traffic. Such repeated false positives serve to frustrate staff and delay the delivery of legitimate communications. Not only does JPay offer a comprehensive email product along with an abundance of Intel tools, but JPay will work closely with mailroom staff and Intel officers so GDC reaps all the benefits of our experience with common versus actually dangerous words and phrases.

Watch Lists

Introduction

Facility staff can place any offender or customer on a watch list. Customers can be added to a watch list for a specific product (like email), a combination of products (such as money and email), or for all JPay services. When a message is sent to/from a customer or to/from an offender on the watch list, an email alert can be automatically sent to the investigating officer. This notification details the type of transaction, customer name and the offender name and ID. The officer can then approve or deny the transaction.



Inmate Watch List

Filter(s) To Apply

Add + | Search

ADAMS	036225	02-21-2012	ACTIVE	INACTIVE	1/29/2013 2:13:32 PM	JPay_Indiana
ADAMS	036225	03-01-2012	ACTIVE	INACTIVE	1/29/2013 2:17:28 PM	JPay_Indiana
Amber Marshall-Smith	997236	12-30-2010	ACTIVE	INACTIVE	12/30/2010 2:28:12 PM	JPay_Indiana
ANTHONY	976085	11-24-2008	ACTIVE	INACTIVE		
ATHA	114553	10-06-2008	ACTIVE	INACTIVE		
ATHA	970407	10-06-2008	ACTIVE	INACTIVE		
Carl Thomas	212315	01-29-2013	INACTIVE	INACTIVE	1/29/2013 2:16:13 PM	JPay_Indiana

Alert Options

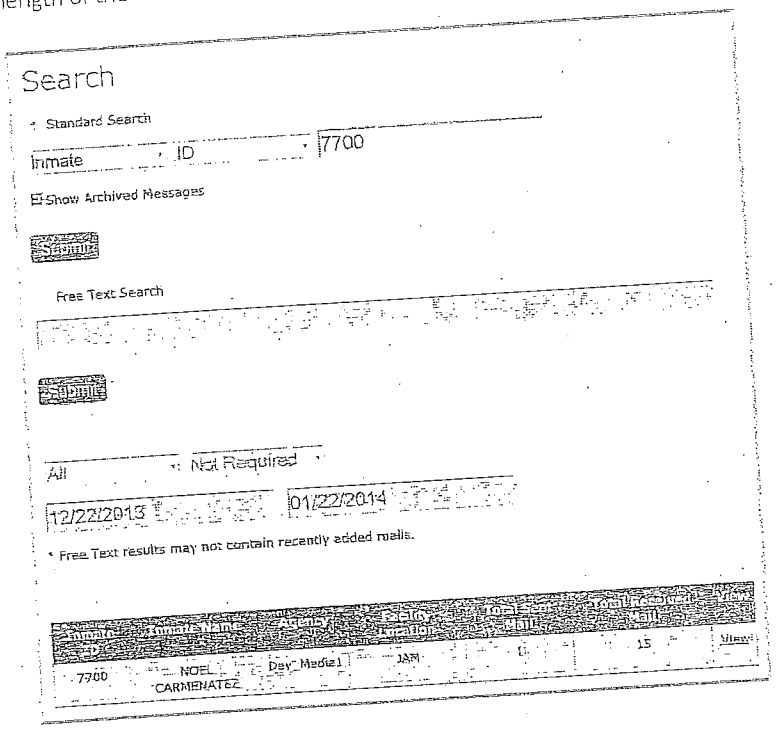
In addition to being alerted when particular actions take place, GDC staff can choose to receive alerts any time an email arrives in a particular "Bucket." If an email is deemed inappropriate for delivery and moved to the "Censored Bucket", the staff member can be alerted by an email. For example, staff can elect to be alerted every time a picture attachment is discarded.

Approved GDC staff may configure the data and the messaging alert system according to their rules and regulations. GDC staff can customize their own set of alerts based on offender and customer activity. For example, a staff member may choose to receive an alert if multiple offenders are receiving messages or money from one customer. The JPay system will alert the staff member via an email whenever this customer uses the system to send money or emails to an offender. This introduces an unprecedented level of detection capability to correctional staff.

22. Describe the process for storage and access of archived messages.

Archive and Retrieval

All JPay email is stored indefinitely in JPay's databases. After 6 months, emails are archived. This lets GDC staff quickly retrieve more recent emails (those less than 6 months old). Archived emails can still be retrieved alongside more recent emails; however, the search may just take a couple more seconds. To retrieve emails that may be a bit older, the user simply checks the box next to "Show Archived Messages" to retrieve all emails including emails over 6 months old. All data is provided online for at least 18 months and maintained offline indefinitely thereafter. If data is offline, GDC staff simply request the information and JPay will deliver it within one to two business days. All data is provided at no cost and stored for the length of the contract.



23. *Detail how offenders will access kiosks to send/receive mail, including spell check and attachment functionality as identified in the Program Requirements Document.*

The Platform

JPay's fully integrated offender kiosk platform consists of a host of offender services applications and a customer service apparatus second to none. The system includes inbound and outbound email, electronic grievances, banking, video visitation, media downloads, commissary ordering and more. The platform is designed to easily scale to offer additional offender services.

The Kiosk

Since each application is available on one kiosk, the platform eliminates issues involving cumbersome offender escorts to and from units in different locations. And since kiosks are installed throughout the facility, every class of offender has immediate access to a kiosk and its applications. This means every offender will have access to a nearby kiosk, eliminating any need to escort high custody offenders or supervise offenders outside regular protocols. In addition, by having kiosks installed throughout the facility, usage for each product is drastically increased.

The JP4 Mini Tablet

JPay's latest mobile device, the JP4 mini tablet, lets offenders download, draft and upload email, download and listen to music, play games and listen to the radio. In addition, the GDC handbook can be provided in electronic format for easy reading.

Benefits

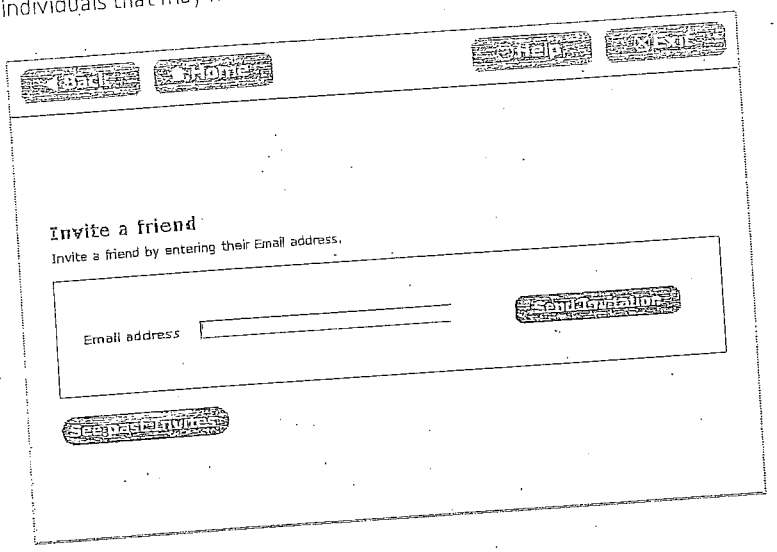
JPay has the only kiosk that can offer any and all offender media related applications on one device. In addition, the tablet lets the offender take each of these applications to their cell. The eco system extends to all devices for a perfectly integrated system. No other offering is as turnkey and easy to manage.

Offender Experience

Offenders use the kiosk located in their dorm or living unit to access the email application. The email application not only resides on the kiosk, it is also available on the JP4. Offender facing interfaces are designed to be extremely simple with large graphical representations for each action. The application is designed to teach offenders how to navigate an email system. The intention is that offenders will become technology savvy while incarcerated and become a better fit for today's modern workforce when they are released.

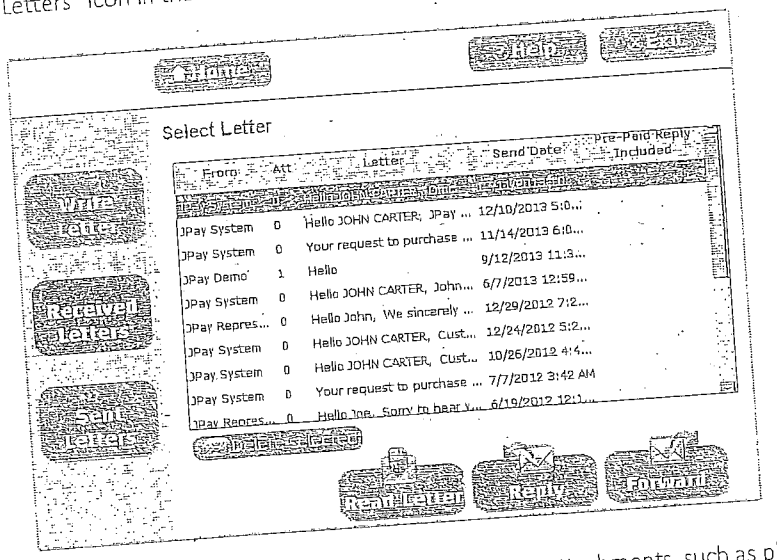
Invitations

This is a standardized, pre-composed "invitation" to their friends and family members to initiate an electronic message correspondence. Upon receipt of the invitation, the customer is able to accept, decline once or permanently decline invitations from the offender. Upon acceptance, the customer is directed to www.jpay.com to establish an account and begin sending electronic messages. The offender is only allowed to send an invitation to an email address once, preventing offenders from sending multiple invitations to individuals that may not want to correspond with them.

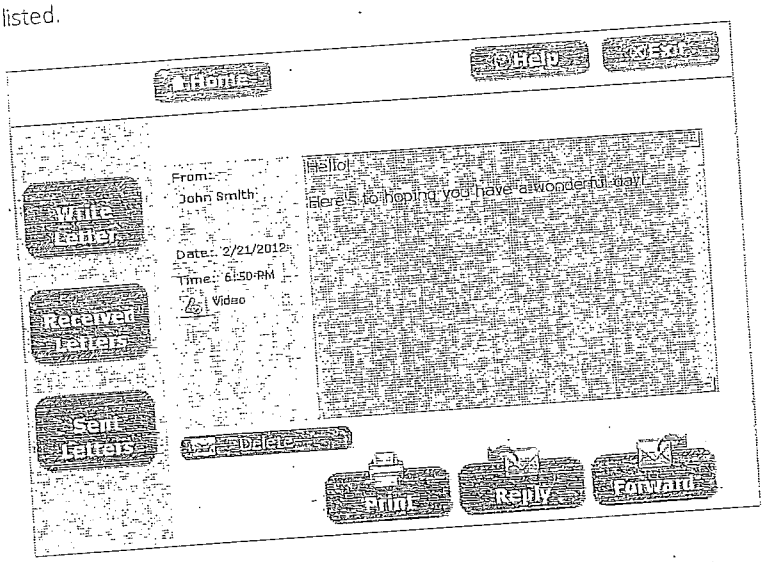


Email on the Kiosk

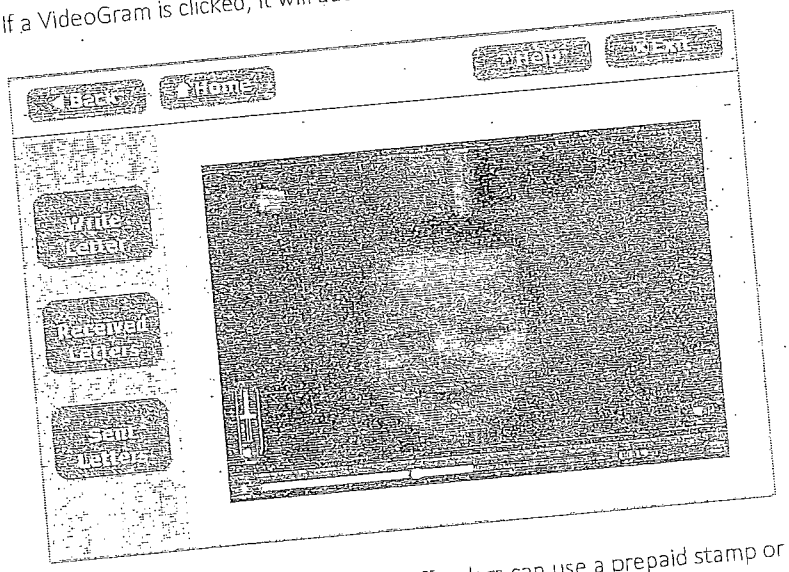
JPay's email application has a minimalist design making it simple for most users. Clicking on the "Received Letters" icon in the email application will display all emails the offender has received and not deleted.



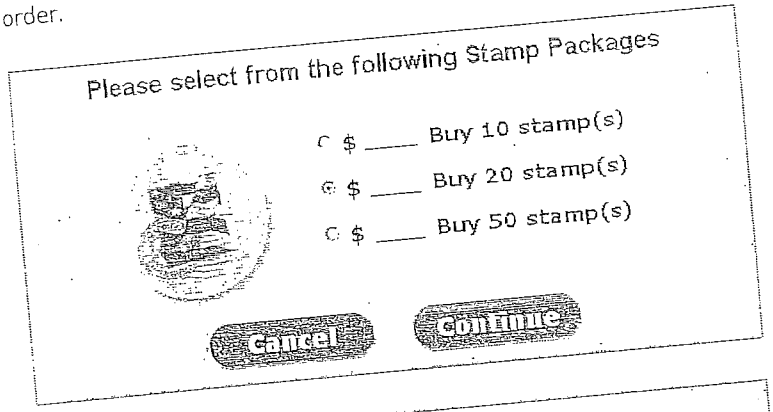
Selecting a letter will display the entire email. Any attachments, such as photos or VideoGrams will also be listed.

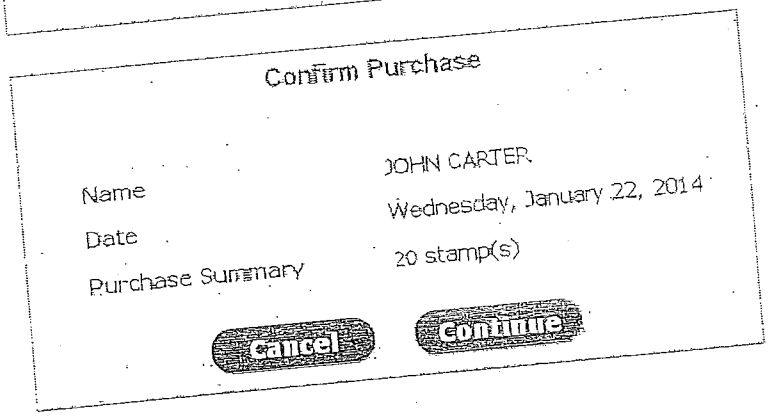


If a VideoGram is clicked, it will automatically play.

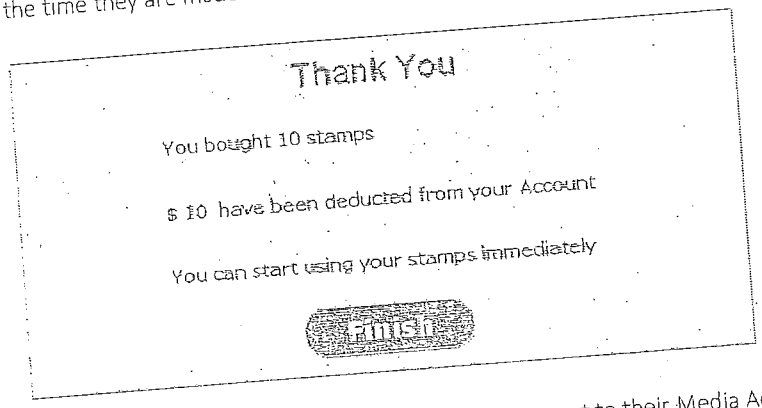


To compose or reply to a message, offenders can use a prepaid stamp or a stamp from their account. Offenders purchase stamps by logging into the kiosk, selecting their stamp package, and confirming the order.





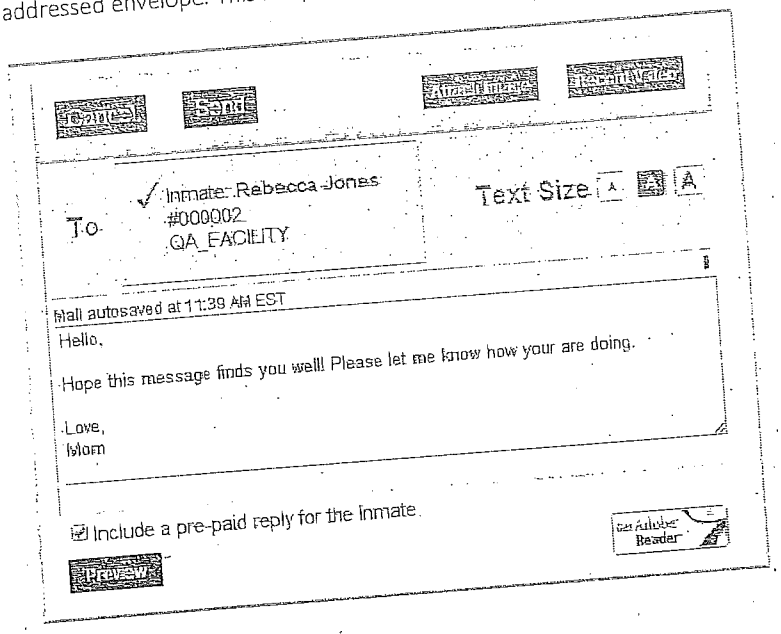
Stamp purchases are typically deducted from the offender's JPay Media Account. The JPay Media Account is a prepaid account used by offenders to make all kiosk related purchases such as stamps, JP4 players and music. Because it is prepaid and managed by JPay, we can ensure real time accuracy and transact orders at the time they are made. This is the most common method by which stamps are purchased.



An offender can transfer funds from their trust account to their Media Account using the kiosk. This process can be set up to run automatically or require GDC approval for each order. JPay can also friends and family with the ability of funding the offender's Media Account directly via JPay's payment channels.

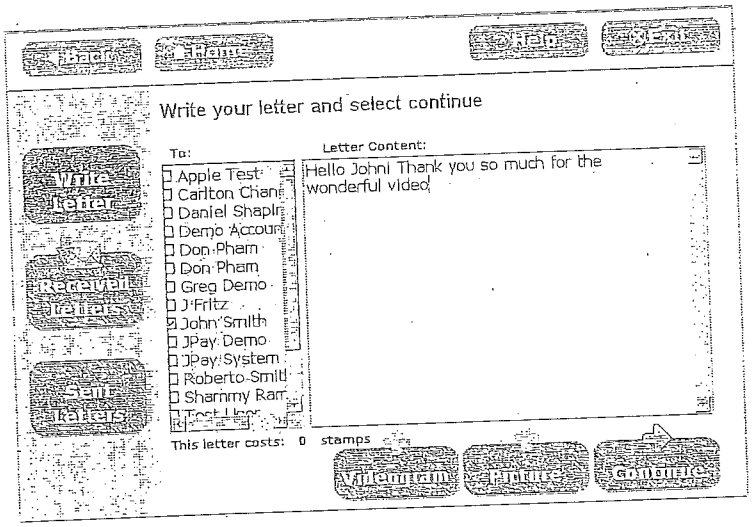
Prepaid Reply

Additionally, friends and family can attach a prepaid reply which can be thought of as an electronic self-addressed envelope. This is a particularly popular option among offenders and family members.

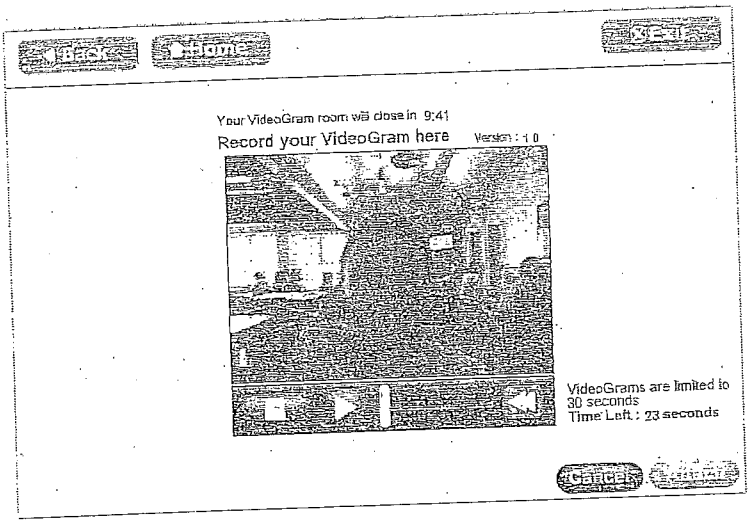


Composing a Message

An offender with stamps can reply to an email or compose a new email.



In addition to the email, offenders can attach photos or VideoGrams, both taken from the kiosk's camera.



Once an email is sent, it goes through the same screening process as inbound email. All emails with an attachment or VideoGram are reviewed before being released to the customer.

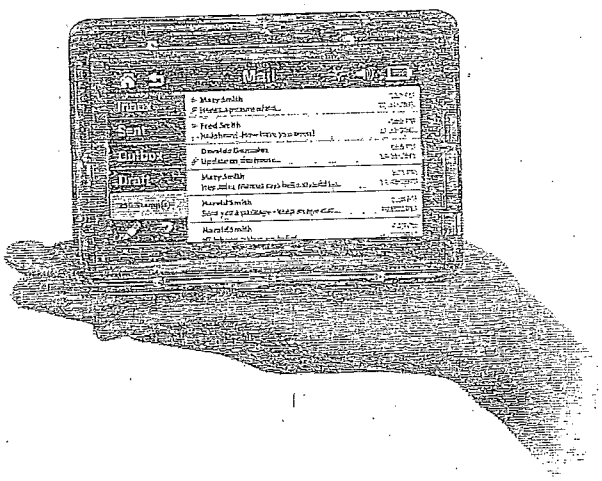
Email App on the JP4®

JPay's email app is also available on the JP4 mini tablet and includes all the functionality available on the kiosk. This brings tremendous convenience as offenders can compose and view emails and photo attachments in their cells – all without the pressure of time and privacy concerns while using a kiosk.

Reinforced with a high grade clear plastic casing, shock absorbers, and an enhanced thickness display, the JP4 can withstand the rigors of usage in a corrections environment. Additionally, the JP4 has a touch screen display, eliminating the need for a separate accessory to type email.

Current features on the JP4 email app include:

- reviewing inbound email
- reviewing and saving attachments
- reviewing and saving VideoGrams
- replying to or composing a new email
- pre-sending emails to automatically sync when connected to the kiosk



Additionally, the player has a built in "Photo Keeper" app that lets offenders view all their pictures in one location. VideoGrams can also be stored in the Photo Keeper, giving offenders continuous viewing of their loved ones with digital photos and videos.

25. *Describe how Video Visitation Services will be scheduled and provided as detailed in the Program Requirements Document. Attach any screen shots or supporting information with your proposal. Do not reference costs in your technical response.*

Video Visitation



Introduction

JPay's video visitation application is the first of its kind simply because it is the only system built for state prisons (not county jails). This product is currently deployed in Indiana, North Dakota, Ohio and Washington. The application is made available on every offender kiosk deployed in every prison. Offenders use the kiosk to have 30 minute web-enabled live video chats with family and friends who are comfortably at home on their personal computer. The system can also be extended to work for offenders needing to communicate with their case manager, parole officers or others.

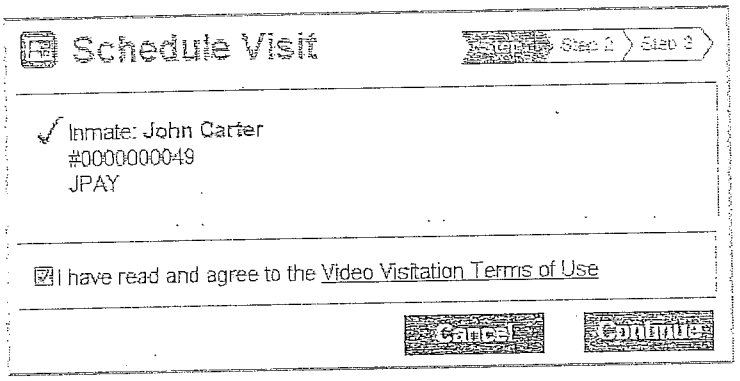
The application is also available in 4 pilot facilities at GDC. Throughout our GDC pilot we have seen examples where visitors from across the world can share a prayer before "lights-out"—a moment not possible without JPay's video visitation system.

How It Works

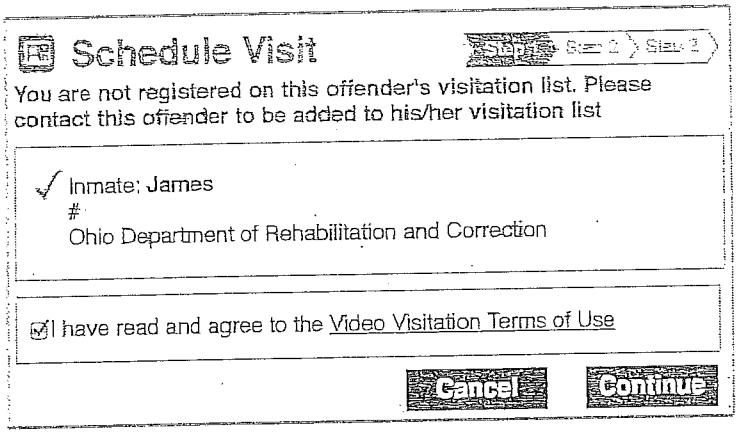
1. Customer schedules and pays on JPay.com
2. Email notification is sent to offender
3. Visit session begins when both join
4. Customer can extend the visit for another 30 minutes

Scheduling & Paying

The process of scheduling a video visitation session is straightforward and intuitive. JPay verifies visitors against the GDC provided visitor list before allowing a customer to proceed with scheduling.

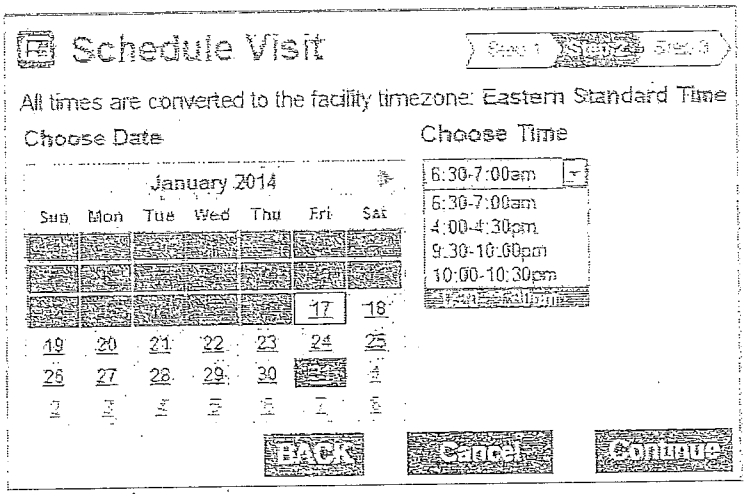


If the visitor is not on the visitor's list, the site will alert the user and prevent the visit from being scheduled.

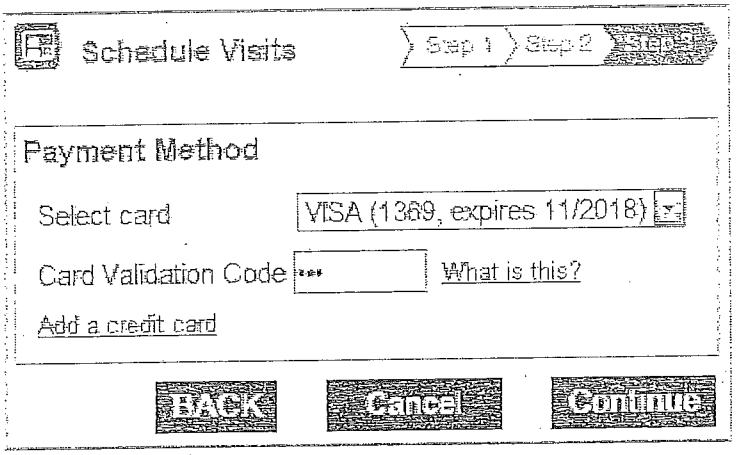


Once visitors have agreed to the Video Visitation Terms of Use, they are prompted to select a date and time slot for each visit. This reserves the kiosk for that period of time, during which no other visits can be scheduled for the same kiosk. It is important to note that GDC can configure the availability of each kiosk for specific days and times. GDC also has the ability to determine how far in advance a customer can schedule a session. For example, if a facility requires that all sessions are scheduled at least a day in advance, then the scheduling feature will incorporate it.

After choosing a date, the customer selects a specific time for the session. The offender's availability is checked against predefined GDC rules/policies which can include offender status, kiosk availability, date and time. If desired, these time restrictions can be granular as to apply to a housing unit and/or kiosk.

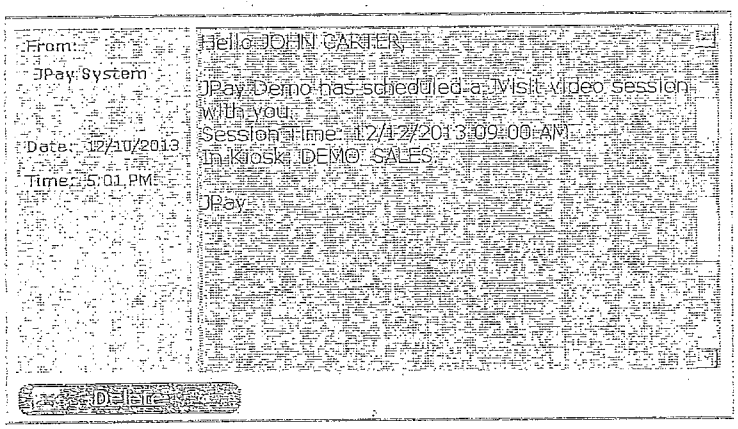


The user is then prompted to confirm payment. Once successful, the transaction is complete, and the visit is scheduled.



Notification

Once a customer schedules a session, a confirmation email is sent to the customer as well as to the offender notifying them of the date and time of the session, the assigned kiosk and the visitor's name.



Shortly before the scheduled start time, an email is sent to the customer and to the offender reminding them of their upcoming visit. Once both parties have joined the visit, the session will initiate automatically.

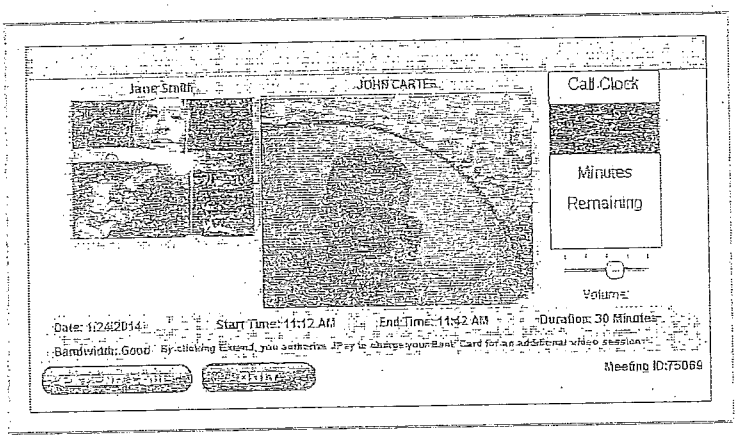
Accessing the Session

The video visitation system was designed to make visitation available to as many people as possible. The customer can access the system from any computer with a standard webcam, microphone and Adobe Flash (a free, ubiquitous plug-in that most PCs will already have). Customers simply log into their JPay.com account, the same account used for all of JPay's services, to begin using video visitation.

For the offender, video visitation is accessed using the same offender kiosks that host of all of JPay's services. Offenders can use any kiosk to log into their account and access video visitation.

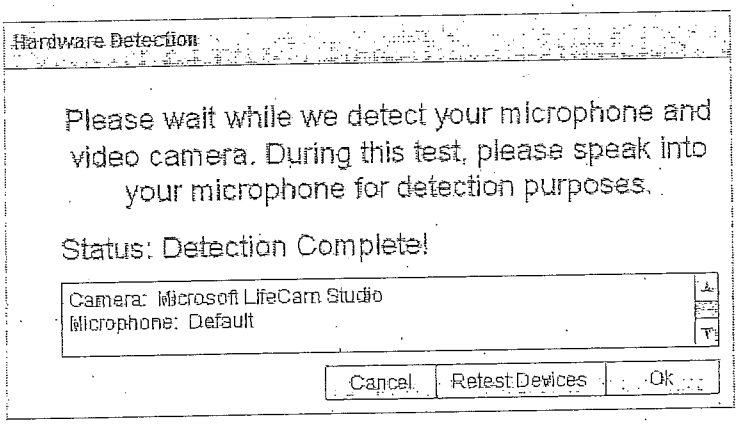
Customers visit with offenders for 30 minutes based on the prescheduled time they chose. The session is initiated when both parties show up to conduct a visit. A "pre-start" window can be set to allow the visit to initiate a few minutes earlier if both parties are available. For example, many agencies allow a 5 minute pre-start window, allowing visits to start up to 5 minutes early if both parties are ready.

The video session will continue even if either party disconnects, allowing the visit to resume if that party reconnects. As network connectivity can sometimes interrupt, it has been essential that we create our system to accommodate such scenarios.



Quality, Hardware, and Bandwidth

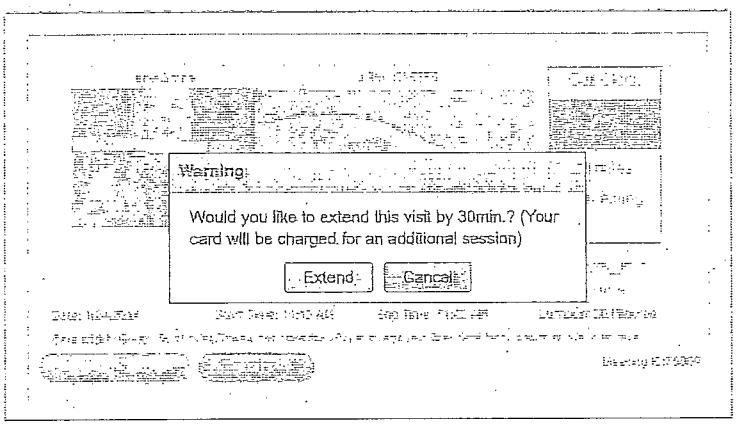
At the beginning of every visit, the video visitation application will check the user's hardware and internet bandwidth to automatically adjust the video quality for the best user experience. We've learned through experience that people value sound quality over video quality and fluid motion over crisp picture, and have designed our system to adjust the parameters according to these priorities when needed.



An indicator throughout the visit displays the current network quality, and suggestions for improvement are made if the quality reaches "poor." Additionally, the application will adjust the quality based on the network level and will frequently recheck for changes to ensure the best quality at all times.

Extensions

At the end of a session and if there are no upcoming scheduling conflicts, the system will ask the customer if they are interested in extending their visit by an additional 30 minutes. If the customer accepts, they will be charged an additional fee and session will be extended. All aspects of the visit remain the same. This is a very popular feature as about 20% of all visits get extended.



Mobile Video Visitation

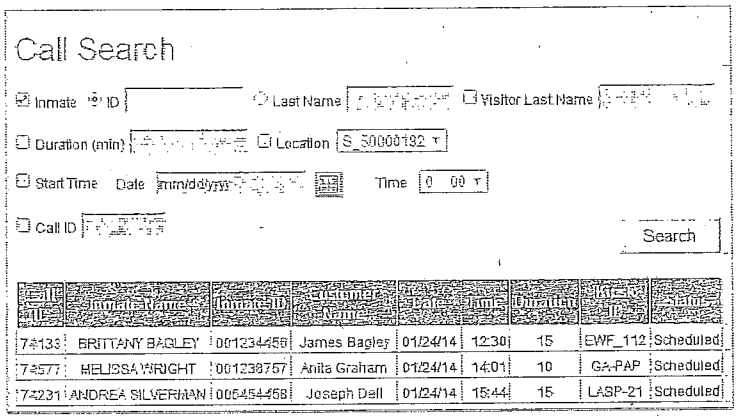
JPay has developed its own video visitation application which can be continuously enhanced to reflect the most cutting edge technology. JPay is in the process of migrating video to our Android and iPhone apps as well as to our new tablet kiosk which will optimize network bandwidth, streamline video conferences and utilize the newest technology. The mobile app upgrade will be available by summer 2014 in conjunction with our tablet kiosk launch.



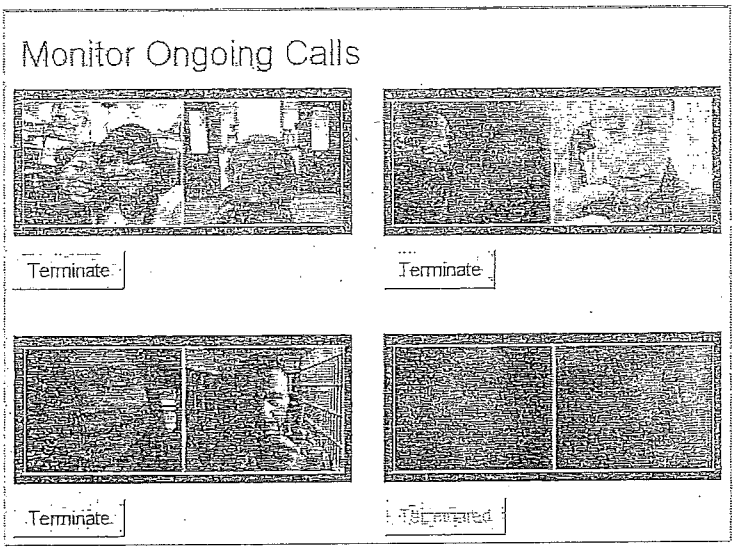
26. *Detail how video visitation will be accessible for GDC review and/or termination during a session, and how recorded data will be stored and accessed upon request of the GDC.*

Monitoring and Terminating Video Visits

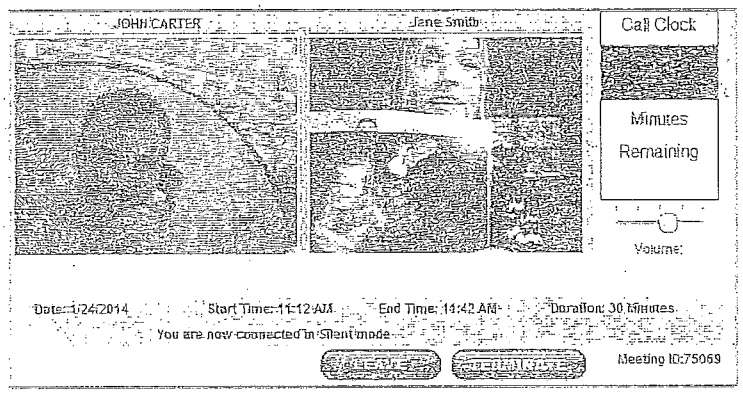
JPay's online portal, the Facility System, lets GDC staff administer the video visitation application. Staff can monitor and terminate video sessions in real time, easily retrieve and view pre-recorded sessions and even enter notes about the video session or reasons for a session's termination. All recorded sessions and the accompanying notes are stored indefinitely for further review.



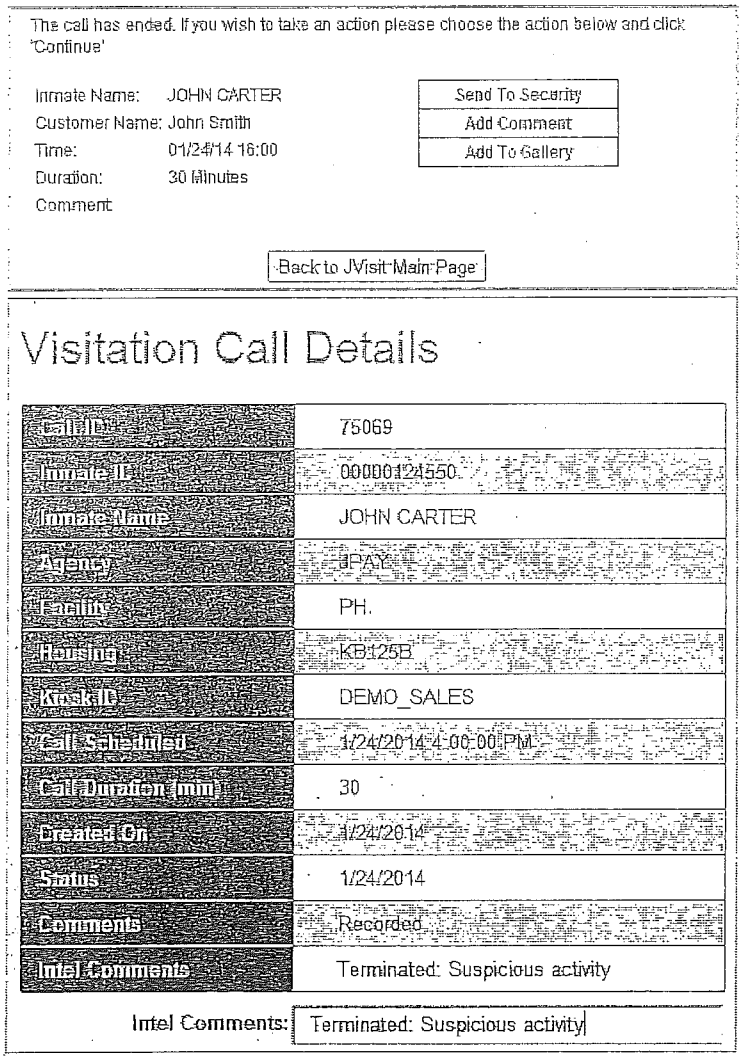
Staff have access to view sessions one at a time or simultaneously. Depending on the rules designated by GDC, staff can view sessions by facility, region or the entire state. Below is a snapshot of simultaneous video sessions occurring at one facility.



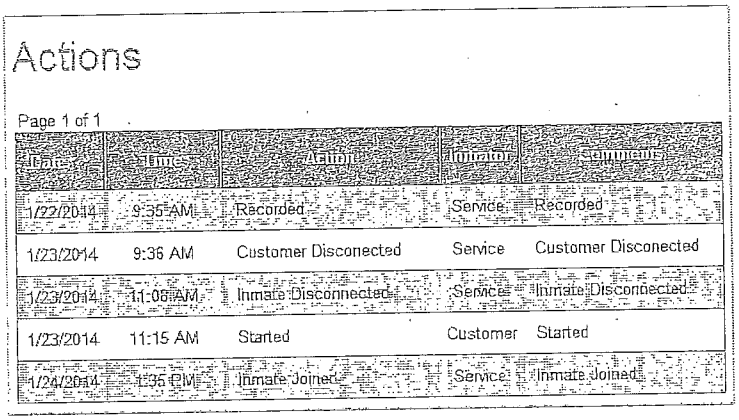
When an officer monitors a video visit, the participants are not aware. Because of JPay's point to server system, there is no impact on the quality of the visit to either party. The officer can terminate the session at any time.



Once terminated, the officer can send the recorded video visit to investigators for further review, add a comment or add to gallery of calls for later review.



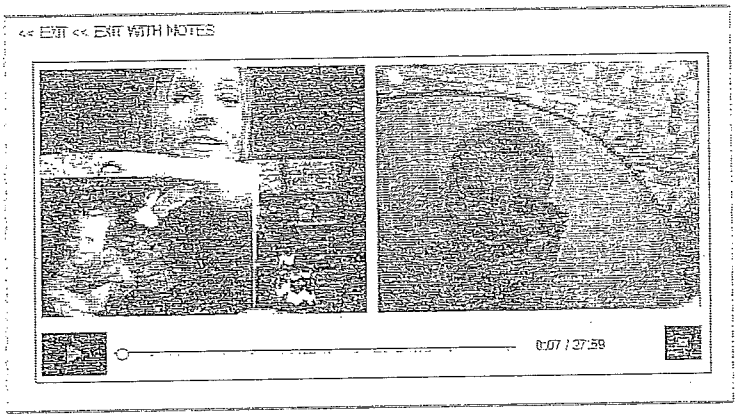
Every action related to a visit is tracked for a complete audit trail. Information saved includes when the visit was scheduled, when reminders were sent to each party, when each participant joined the visit and when and which staff member joined, terminated a visit and/or reviewed a recording. As each staff member has their own credentials, this creates an audit trail of every action taken in relation to the visit.



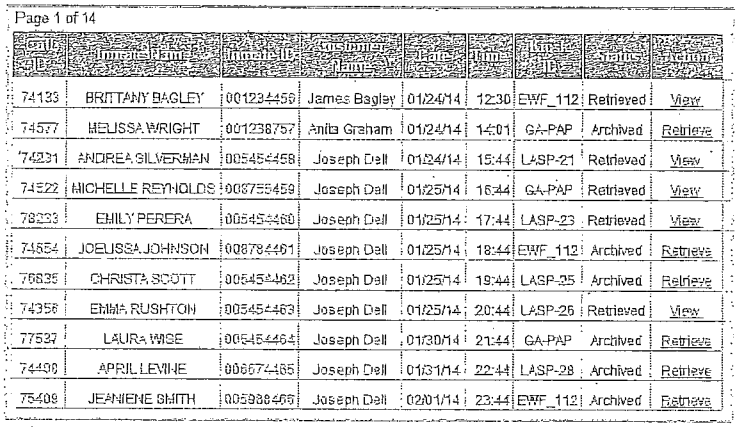
Reviewing Past Visits

Simultaneous recording of both the inmate and customer for every single session is a key feature of JPay's video visitation system. Regardless of the kiosk used, all sessions are recorded in their entirety.

Every video session is available for viewing by security personnel at any time. Recorded sessions can be sent to the GDC user's "gallery," a feature that allows staff to save recorded sessions for quick and convenient playback.



All recordings are stored and easily accessible on the Facility System for a period of six months and archived indefinitely thereafter. The archives stored offline can be accessed by request. JPay will provide archived recordings within 24 hours of the request (historically always sooner).



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Call ID	Inmate Name	Inmate ID	Customer Name	Date	Time	Unit ID	Status	Retrieve
74133	BRITTANY BAGLEY	001234456	James Bagley	01/24/14	12:30	EWF_112	Retrieved	View
74577	MELISSA WRIGHT	001238757	Anita Graham	01/24/14	14:01	GA-PAP	Archived	Retrieve
74231	ANDREA SILVERMAN	005454458	Joseph Dell	01/24/14	15:44	LASP-21	Retrieved	View
74522	MICHELLE REYNOLDS	008755459	Joseph Dell	01/25/14	16:44	GA-PAP	Retrieved	View
78233	EMILY PERERA	005454460	Joseph Dell	01/25/14	17:44	LASP-23	Retrieved	View
74554	JOELISSA JOHNSON	008784461	Joseph Dell	01/25/14	18:44	EWF_112	Archived	Retrieve
76835	CHRISTA SCOTT	005454462	Joseph Dell	01/25/14	19:44	LASP-25	Archived	Retrieve
74356	EMMA RUSHTON	005454463	Joseph Dell	01/25/14	20:44	LASP-26	Retrieved	View
77537	LAURA WISE	005454464	Joseph Dell	01/30/14	21:44	GA-PAP	Archived	Retrieve
74490	APRIL LEVINE	006674465	Joseph Dell	01/31/14	22:44	LASP-28	Archived	Retrieve
75409	JEANIENE SMITH	005988466	Joseph Dell	02/01/14	23:44	EWF_112	Archived	Retrieve

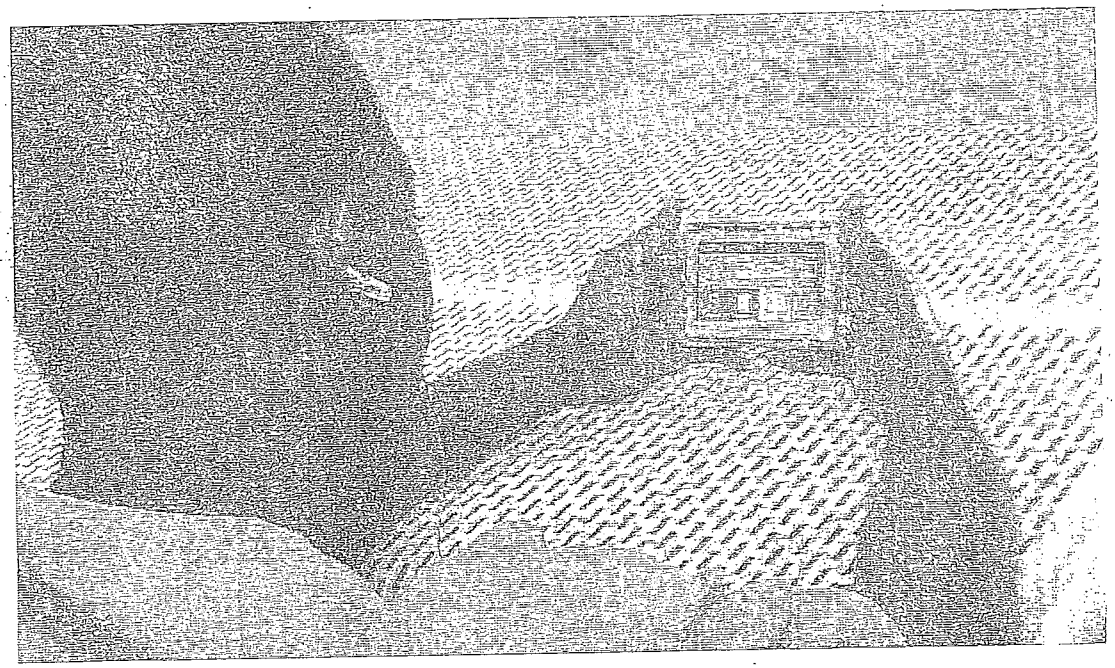
Recording Storage

JPay's system features multiple check points and redundancies to guard against recording failures. The video visitation system verifies the internal recording is functioning and the visitor and offender are online in order for the session to begin. Once a session begins, redundant servers store duplicate copies of the session recording for backup purposes.

The most powerful measure against recording failure is that the video stream originates from the recording. Should recording ever fail, the stream cannot continue to the receiving party, ensuring that no communication is able to be passed without being recorded. This is the most significant advantage of JPay's point to server system.

27. *Detail how MP4 player sales and support will occur. Include in your discussion approval of equipment to be offered, anti-theft mechanisms and how material defects will be corrected.*

JP4® Mini Tablet Overview



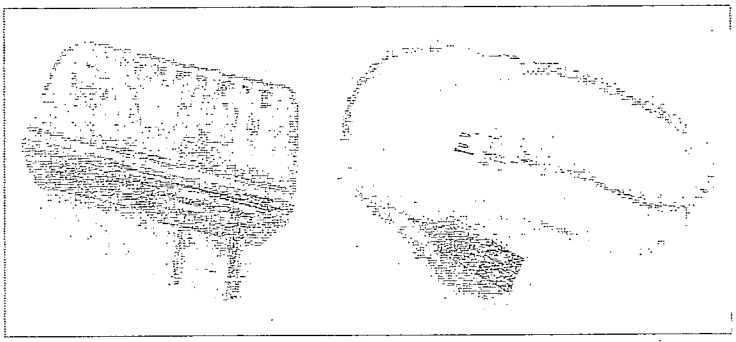
The JP4 mini tablet is the first of its kind in corrections. It's the next generation inmate mobile device that allows inmates to take the same applications available on the kiosk to their cell. With 8GB of storage capacity and the option for more, offenders use the JP4 to browse and respond to email, listen to music and play games. The coolest part – offenders can listen to music and play games at the same time.

The device is practically indestructible. It's built to withstand heavy usage by offenders who keep the device by their side at all times. Reinforced with a high grade clear plastic casing, shock absorbers, and an enhanced thickness display, the JP4 can withstand the rigors of usage in a corrections environment. Additionally, the JP4 has a touch screen display, physical power buttons (for power, volume, and navigation) and rechargeable or battery powered options.

Unlike Android based devices, the JP4 uses a proprietary operating system which gives JPay full control over the mini-tablet's security. This allows us to offer services such as music, email and games without worrying about the device's security being compromised.

Rechargeable or Battery Powered

There are two power options for the JP4 – rechargeable lithium or disposable alkaline. Most agencies and offenders prefer the rechargeable lithium model but for prisons without electrical outlets in individual cells, JPay offers the alkaline battery option. Each alkaline player comes with 4 new AA batteries at no additional charge. Just like their lithium counterparts, alkaline battery powered players can run up to 75 hours of music play. Lithium players come with a power charger.



JP4 Security Features

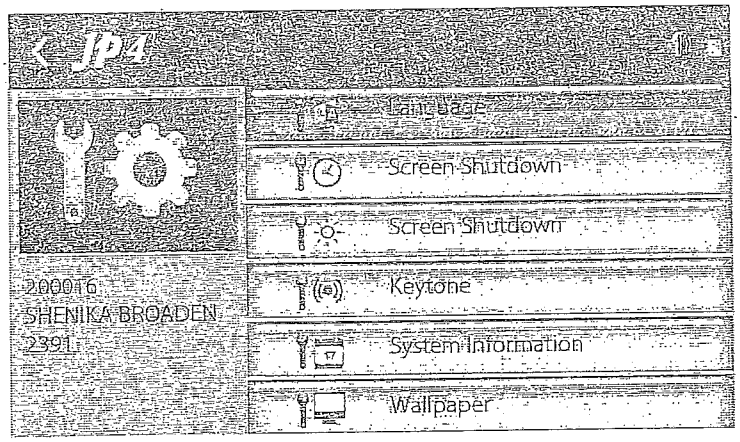
The JP4 was designed for correctional agencies. Security features include:

- The JP4 is not recognized by any device other than JPay's offender kiosk, and will be locked if connected to another device
- The JP4 can only connect to the kiosk account that matches the owner of the player
- If an unauthorized attempt is made, an error message is displayed and the device is locked

Credentials

The owner's name and ID number can be displayed in two places which makes it easy for the corrections officer to identify who the device belongs to.

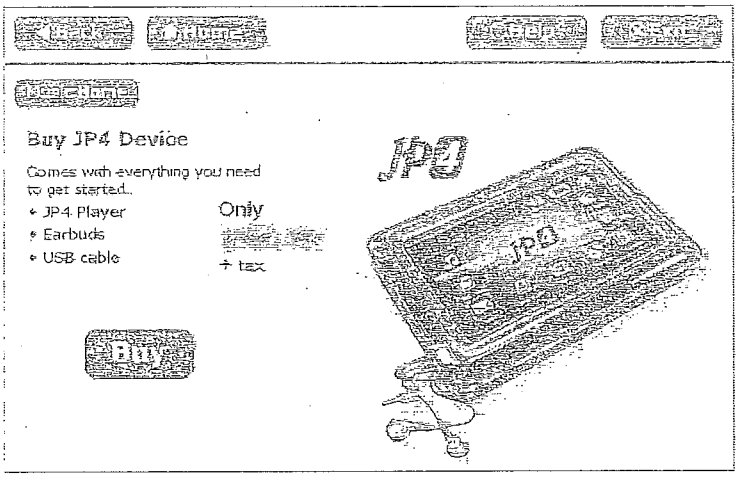
Selecting the settings icon on the JP4 displays the offender credentials.



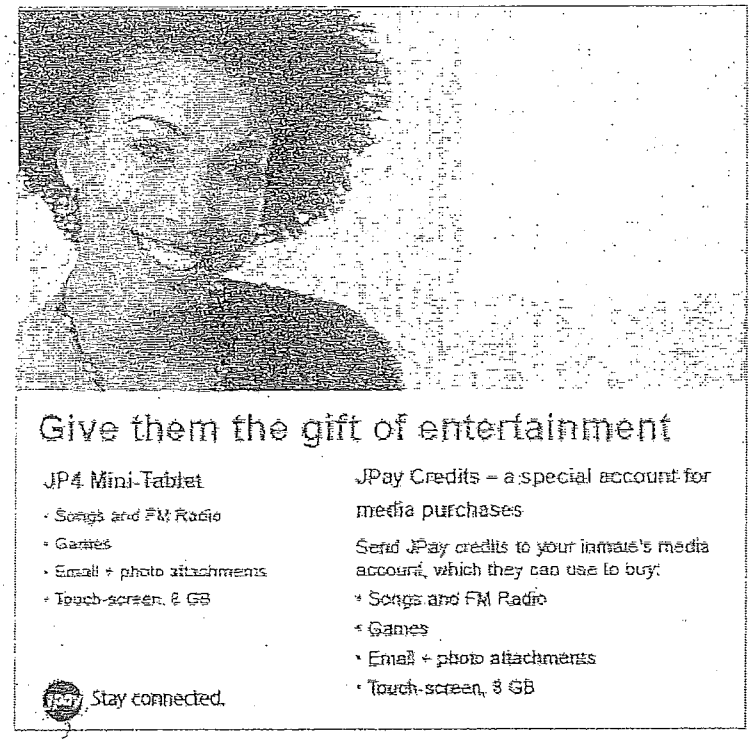
JP4 Sales and Support

Buying a JP4

There are two ways to order the JP4 mini tablet. First, offenders can order the JP4 from the kiosk. If the offender does not have a player currently registered in their name, they can purchase the player directly on the kiosk. The offender's JPay media account will be deducted accordingly.



The offender can also have their friends or family purchase the tablet for them on JPay.com or fund their JPay media account (if available). By providing multiple options, offenders have a variety of ways of obtaining a JP4 player. In fact, we often see adoption rates exceed 50% of the offender population. No competing system can claim such a success.



Warranty

The JP4 Limited Warranty can be adjusted to meet GDC's needs. JPay warrants that the JP4 player will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of ninety (90) days following the date the player is shipped to a correctional facility. This warranty is provided to the recipient of the player and is not transferable. The warranty is void if the product is not used in accordance with the product instructions, or if it is damaged as a result of misuse, unauthorized repair, modification or accident.



Return Material Authorization (RMA) Process

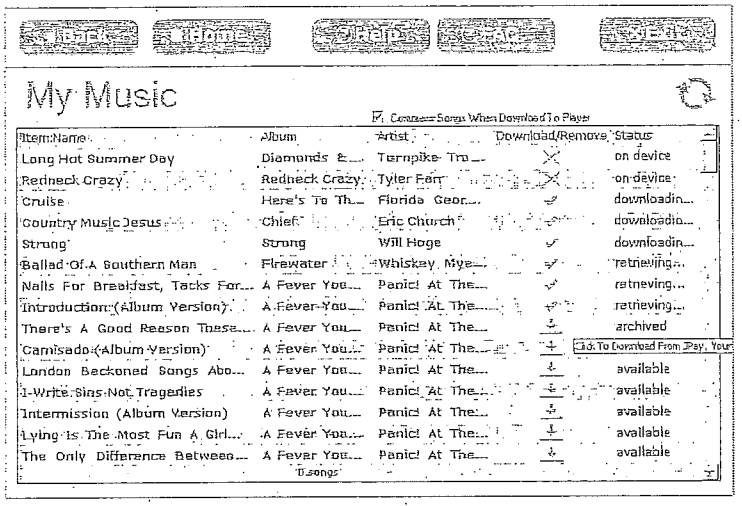
We have recently implemented a new RMA process that has reduced the average turnaround time for RMA distribution nearly in half. The process begins by an offender submitting a ticket from the offender kiosk. JPay's Help Desk will then conduct a series of troubleshooting steps which will resolve a majority of issues. If the issue cannot be resolved, the Help Desk issues an RMA number and advises the offender of the procedure for returning their JP4 to the facility's property room. The RMA number is instantly available for GDC staff to cross reference.

According to the RMA list, GDC property room staff perform call outs to collect offender players. JPay enhanced the call out process, as per GDC recommendation, by having RMA numbers expire after 60 days.

JPay encourages most property rooms to ship all players with an approved RMA number once a week, using the prepaid shipping labels and packaging provided by JPay. Therefore, no more than five business days will pass between the issue report date and the date the player is sent. JPay typically receives the returned player no more than three business days later and examines it immediately. Within one business day, JPay's Fulfillment Team determines if the player can be repaired, or if a replacement is needed, a new player is assigned to the offender. The replacement is then sent to the facility, with any other players requiring an RMA, and will arrive three business days later, after which final delivery is at each property room's discretion. The entire process can take as little as twelve business days.

The Offender Cloud

The Offender Cloud lets offenders access backed up copies of their purchased media files, emails and photo attachments in the event of loss, destruction or theft of a player. Offenders can restore these files at any time, including to a replacement player or new player at no cost to the offender or GDC. In addition to serving as a recovery system, the cloud gives offenders access to more content than their physical hardware would normally allow. Using the cloud, offenders can securely and easily move content on and off of their device as needed. Previous issues with too much content are eliminated and new forms of media can be offered.



JP4 Unlocking

On or before release, an offender may ship their JP4 mini-tablet to a designated JPay address to be unlocked and returned for personal use. Once the JP4 is unlocked, music can be downloaded to the device like any generic media device.

28. *Describe how the proposed solution will accommodate MP4 accounts and maintain devices/materials throughout the contract period as detailed in the Program Requirements Document. Do not include costs in your technical proposal.*

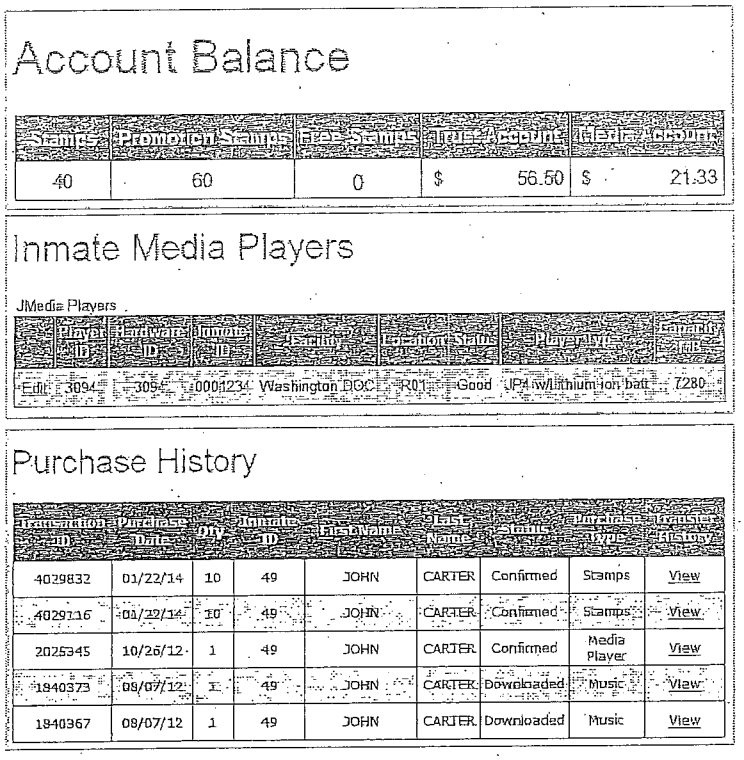
The JPay Media Account

The offender's JPay account ties in with the offender's JPay Media Account (MP4 account) balance, the device ID, all transaction history and any past communications between the offender and JPay's Help Desk. This allows the funding, management, and maintenance to be performed by JPay without the need of GDC's assistance.

Funding the Media Account

The JPay Media Account is a prepaid account used by offenders to make all kiosk related purchases such as stamps, JP4 players and music. Because it is prepaid and managed by JPay, we can ensure real time accuracy and transact orders at the time they are made. This is the most common method by which JP4s and songs are purchased.

Offenders can transfer funds from their Trust Accounts to their Media Accounts using the kiosk. This process can be set up to run automatically or require GDC approval for each order. JPay can also provide friends and family with the ability to fund an offender's Media Account directly via JPay's payment channels. Because music purchases are deducted directly from the offender's Media Account, purchases will be available for download instantly in most cases.



Account Balance

Stamps	Promotion Stamps	Free Stamps	Trust Account	Total Balance
40	60	0	$ 56.50	$ 21.33

Inmate Media Players

JMedia Players

Player ID	Inmate ID	Inmate ID	Institution	Location Status	Player Type	Firmware
Edit	3094	3094	000123	Washington DOC	R01 Good	JP4 w/Lithium-ion batt Z280

Purchase History

Transaction ID	Purchase Date	Qty	Inmate ID	First Name	Last Name	Status	Purchase Type	Transaction Receipt
4029832	01/22/14	10	49	JOHN	CARTER	Confirmed	Stamps	View
4029116	01/22/14	10	49	JOHN	CARTER	Confirmed	Stamps	View
2025345	10/26/12	1	49	JOHN	CARTER	Confirmed	Media Player	View
1840373	08/07/12	1	49	JOHN	CARTER	Downloaded	Music	View
1840367	08/07/12	1	49	JOHN	CARTER	Downloaded	Music	View

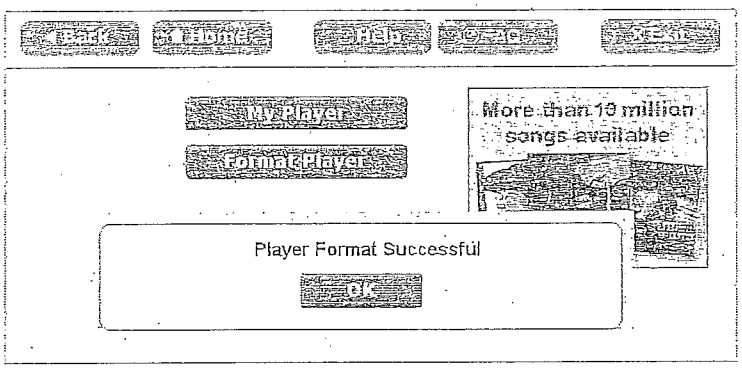
Maintenance

Updates

We believe that frequent updates are the best way to be proactive and prevent failures. In 2013, we had 10 JP4 software updates that allowed us to address bugs, add new features (like email and Sudoku), and include new ways to monitor device performance. The update process is simple and requires no intervention from GDC staff. When an offender connects their JP4 to the kiosk, the installation files are automatically transferred to the device.

Reformatting

Should an offender experience a software issue, they can reformat the JP4 themselves, which will essentially reset the device. Reformatting will clear the device's memory, including any corrupt files, and install a fresh copy of the software. The offender's credentials will remain on the device's unique ID chip. Afterwards, the offender simply connects the device to the kiosk to re-download their content.



29. *Describe how the proposed solution will manage the download and access process for only those items approved by GDC, and how access will be controlled as specified in the Program Requirements Document.*

Downloading Media

Download Speed

Once the player is connected to the kiosk, it takes a few seconds to download a song and less than a minute for a typical music order to be downloaded to the player. In addition, firmware updates to the player are flashed in seconds. The best part of JPay's offering – offenders can download their music while reading or composing email, checking their account balance or participating in a video visit. All tasks can be accomplished in one visit to the kiosk, and can be accomplished in a matter of minutes.

Download Protection

The JP4 player is designed to only download content from the JPay kiosk. If an offender other than its rightful owner attempts to connect to their kiosk account, the device is fraud-locked and cannot be unlocked by the user. This prevents music from being shared between different players or multiple offender accounts. Finally, there is no internet browser available for the JP4. Unlike for Android-based devices where internet capability is hidden or uninstalled, this simply does not exist on the JP4 operating system.

30. *Detail how Catalogs and Offerings through the MP4 equipment will be displayed, updated, and maintained during the term of the contract. Include in your description how industry standard controls on download and access will be administered. Provide a copy of your MP4 catalog offerings with your response.*

The JPay Catalog

Content Licenses

JPay has licenses to sell 11 million songs from every major music label and independent group and 8 million of these songs are available for sale on the kiosk.

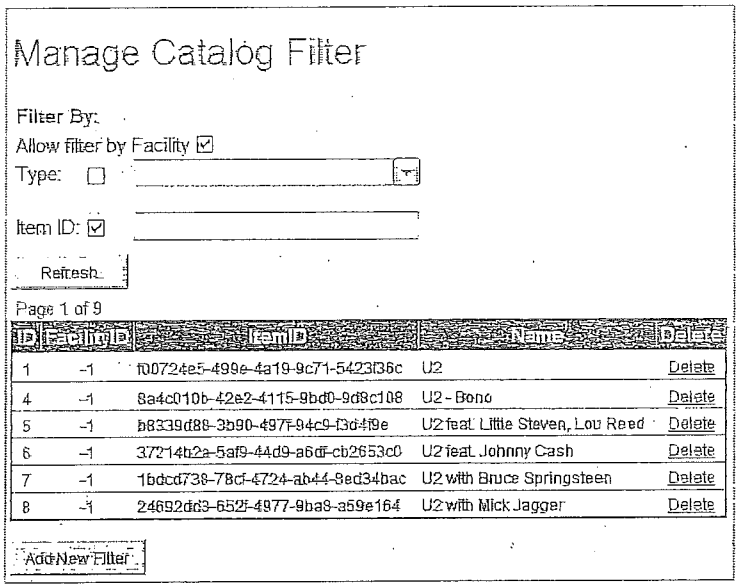
The major (Big Three) labels offered include:

- Warner
- EMI
- Sony

JPay's catalog of music is updated daily. To view JPay's music catalog, please visit www.amplified.com. All music available on this site is also offered on the kiosk.

Catalog Management

The catalog offered is explicit lyric free. If GDC desires to restrict additional music from the catalog for whatever reason, GDC staff can do so using the Facility System. In addition, GDC staff can request music not found on the catalog. This music can easily be incorporated into the catalog. All catalog edits happen in real time. This is a key advantage of having a live catalog on the kiosk.



Browsing and Previewing

JPay understands the benefits of a highly interactive music platform and consistently seeks to incorporate technological innovations to improve the usability, benefits, and security of the program. The kiosks allow offenders to browse featured music, top sellers, and recommendations - based on the offender's past purchases. Offenders can also search for music by artist or song name.

Our music platform gives offenders the unique ability to listen to 30 second previews, view album art and other track details on the kiosk prior to purchasing. This not only allows offenders to discover new music, but also reduces complaints related to mistaken purchases. These mistakes are extremely burdensome to facility staff since they are often the first point of contact. The only way to tell if a track is the acoustic, live, or studio version, or if the track was remade by another artist, is by hearing a preview of the song; only JPay provides this benefit.

It is also important to note that our music program is the only way to deliver fresh content and recommendations in a way that is safe and secure. Static catalogs are restricted in the quality and quantity of their content and provide a limited user experience. In fact, a text-only file of our catalog would fill 17% of our 8GB base model, significantly reducing the player's storage capacity before even a single song was purchased. Additionally, this catalog file would need to be transferred and copied for each device every time an update is made.

Music Catalog.txt

1	Bad (feat. Tiara Thomas)	Wale	Bad (feat. Tiara Thomas)
2	Poetic Justice	Kendrick Lamar, Drake	good kid, m.A.A.d city
3	Love Me	Lil Wayne, Drake, Future	Love Me (Edited Version)
4	Started From the Bottom (Edited Version)	Drake	Started From the Bottom (Edited Version)
5	Sure Thing (Main Version)	Miguel	All I Want Is You
6	Adorn	Miguel	Kaleidoscope Dreams
7	Nova Erat Remix (Clean Version)	Future featuring Kelly Rowland	Pluto 3D
8	Love The Way You Lie	Eminem, Rihanna	Recovery (Edited Version)
9	Dreams and Nightmares	Meek Mill	Dreams and Nightmares
10	Loveeeeeeee Song	Rihanna, Future	Unapologetic (Deluxe Edited Version)
11	Stay	Rihanna, Mikky Ekko	Unapologetic (Deluxe Edited Version)
12	Wasn't Your Man	Bruno Mars	Unorthodox Jukebox
13	What Ya Die Like	Beanie Sigel	The Truth (Edited Version)
14	Rolling in the Deep (Album Version)	Adele	21
15	I Belong To You (Every Time I See Your Face)	Rome	Rome
16	Many Men (Wish Death)	50 Cent	Get Rich Or Die Tryin (Edited Version)
17	Aston Martin Music	Rick Ross, Drake, Chrisette Michele	Teflon Don (Edited Version)
18	Picture (feat. Sheryl Crow)	Kid Rock	Cocky
19	Love Faces	Trey Songz	Passion, Pain & Pleasure
20	Not Afraid	Eminem	Recovery (Edited Version)
21	I'm Different	2 Chainz	Based On A T.R.U. Story (Edited Version)
22	In The Air Tonight	Phil Collins	Hits
23	We Still In This Bitch (feat. TI, and Juicy J)	B.O.B	We Still In This Bitch (feat. TI and Juicy J)
24	This Woman's Work (Uncut)	Maxwell	Now
25	Be Without You	Mary J. Blige	The Breakthrough
26	Down With The Sickness (Amended Version)	Disturbed	The Sickness (Amended Version)
27	Ambition (feat. Meek Mill & Rick Ross)	Wale	Ambition
28	Power Trip	J. Cole featuring Miguel	Power Trip
29	It Seems Like You're Ready	B. Kelly	12 Play

Purchasing Songs

Once an offender is ready to purchase a song all that is left to do is to add it to the shopping cart, agree to the transaction, and submit. Because music purchases are transacted against the inmate's media account, in most cases the song will be available to download in the same session.

Emails, Photos and Videos

Offenders can download any email, photos and VideoGrams directly to their JP4 device. The offender simply connects the player to the kiosk, and the syncing process will automatically download inbound emails, photos and VideoGrams, and send outbound emails that have been composed using the JP4. This seamless innovation brings tremendous value to corrections staff since most individuals can perform this operation easily and quickly, without agency involvement.

The Offender Cloud

The Offender Cloud lets offenders access backed up copies of their purchased media files, email and photo attachments in the event of loss, destruction or theft of a player. Offenders can restore these files at any time, including to a replacement or new player at no cost to the offender or GDC. In addition to serving as a recovery system, the cloud gives offenders access to more content than their physical hardware would normally allow. Using the cloud, offenders can securely and easily move content on and off of their device as needed. Previous issues associated with offenders purchasing more media than their device capacity can hold are eliminated and new forms of media can be offered.

eBooks and Digital Magazines

JPay is excited to finally bring eBooks to GDC. By summer 2014, JPay should have over 650,000 eBooks available for offenders to purchase on the kiosk. eBooks will be available in multiple languages including Spanish, French, Russian and German. Most eBooks can be previewed before being purchased and downloaded to the JP4 player.

The major Agency publishers include:

- Harper Collins
- Hachette
- Macmillan
- Wiley
- Penguin Random House
- Simon and Schuster
- Zondervan
- Thomas Nelson

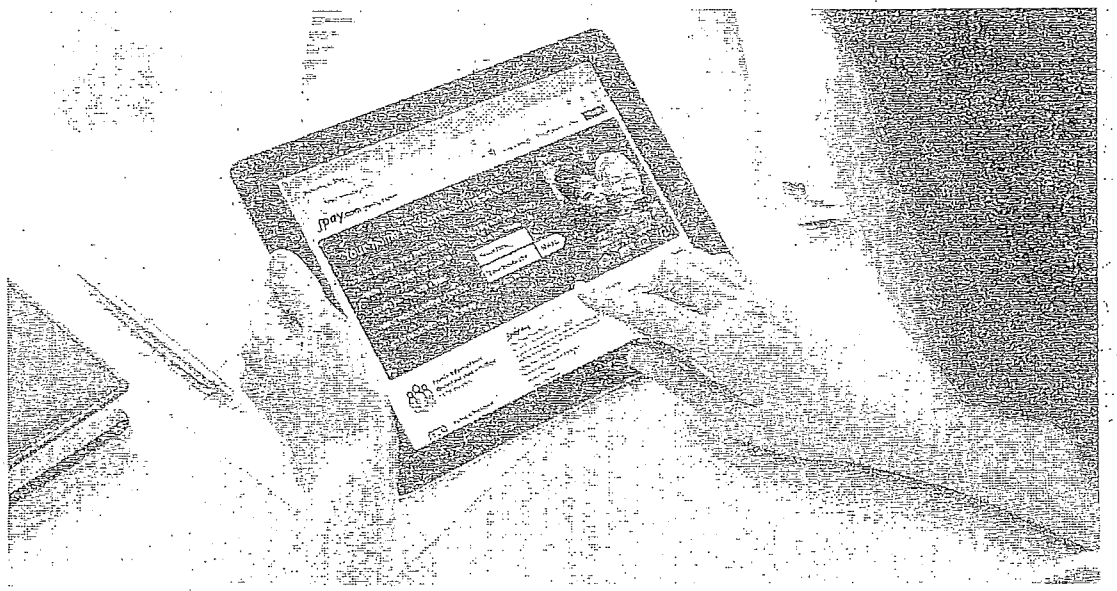
JPay is also looking to offer digital magazines to offenders. The most popular subscriptions which will be approved by GD will be offered to offenders.

Educational Materials

We know that educational materials are a top priority and that is why we will be delivering educational content to GDC offenders by summer 2014. Content will include materials such as GED and ABE study guides, STEPS and practice tests as well as special interest materials.

31. *Detail the variety of payment channel options (this would include phone, internet, walk-in and money orders) included in your solution. The walk-in payment option must be with a provider which has major retail locations throughout the United States. Detail available options and provide a list of major retailers involved in your programs.*

Wide Array of Payment Options



In the past few years, JPay processed more than a million successful payments for GDC, and this number continues to grow. With statistics like this, GDC can be certain that they are continuing to partner with a company who understands their population's needs and offers the very best payment experience for people wishing to make inmate deposits.

JPay offers a wide array of convenient payment methods designed to make the entire experience quick and easy. By taking customer and correction staff feedback to heart, each of these payment channels has been fine-tuned over the years to perfection. In addition, each channel is entirely compliant with money transmission laws and PCI data security standards. As a result, JPay has one of the best reputations in the business. JPay offers web, mobile, call center, walk in and money order payments for both inmate and offender payments.

Web Payments

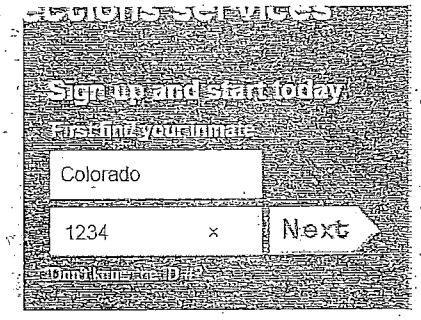
JPay offers customers more than just the ability to make a payment from a website, we offer our customers an engaging and content rich experience. We are fortunate to have a customer base that praises us on social media outlets, blogs and by word of mouth. For proof, just visit our Facebook page to see what our customer base has to say about us. You will run across the word "love" more often than you'd expect. JPay is the also the only company in corrections with an A+ rating from the Better Business Bureau.

JPay Homepage

The homepage of JPay.com is designed to draw in new users by quickly letting them know they are in the correct place. The customer does not have to endure the hassle of trying to find the "corrections" category or the "payments" section of the site.

Inmate Search

A deposit begins with finding the inmate in our system. Search is easy and fast. The system provides search results within milliseconds. If the inmate ID number is not entered correctly and an exact match is not found, the system will present the customer with a list of similar inmate names/IDs to choose from (based on a search of similar characters on the inmate file). 99% of the time the customer finds their inmate.

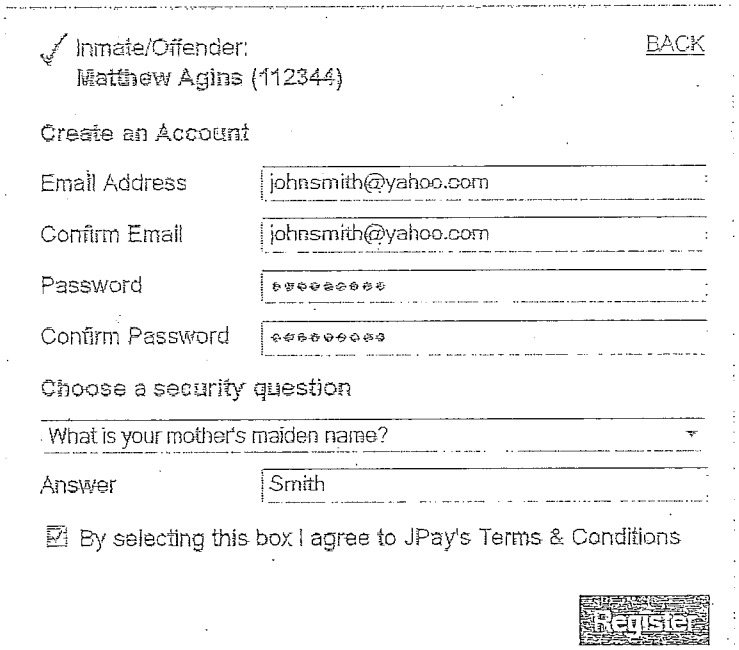


Search Results
Selected State: "Colorado"
Select your Inmate/Offender

Name	ID	Agency
Matthew Agins	112344	Colorado
Dimitric Austin	123405	Colorado
Miguel Cadenasmartinez	123413	Colorado
Adam Clark	123431	Colorado
Okey Parsons	123433	Colorado
Mark Phipps	123437	Colorado

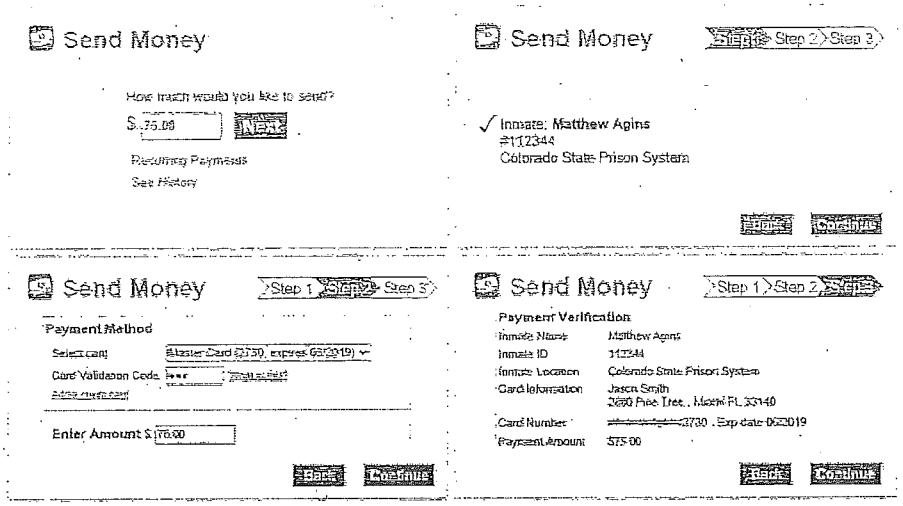
Registration

Once the correct inmate is selected, the system prompts the user to set up a free account. Only an email address, password and security question are required to set up an account. Account creation is simple so customers can seamlessly continue with their transaction.



Making a Payment

Once registered, the customer can make a payment. New customers provide a Visa or MasterCard branded credit or debit card as opposed to returning customers who simply choose which card to use from a drop down box as shown below.

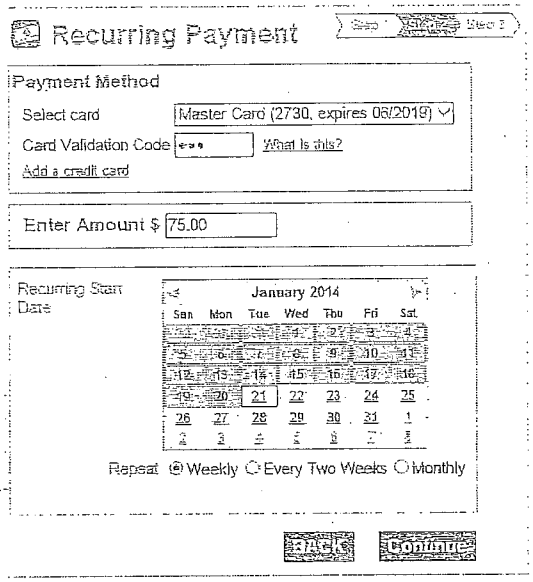


Receipt

Once the payment is submitted, the website shows a confirmation of the transaction and an email is sent to the email address on file with a receipt of the transaction.

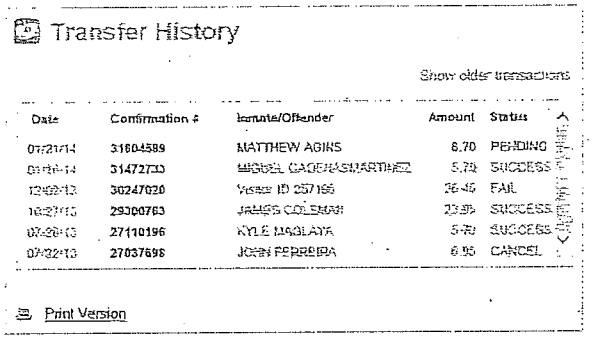
Recurring Payments

JPay provides a very popular option for senders who want to send the same amount every month. Our recurring payments feature gives the sender an added convenience of setting up monthly, bi-weekly or weekly deposits. The customer simply sets up the schedule and the system processes the deposit on the designated date.



Transaction History

Customers can retrieve their transaction history easily on any interface they are accessing, whether it's via the web, mobile app or our IVR system. Statements are provided with details for each transaction reducing unnecessary calls to our call center and to GDC from customers with transaction inquiries.



Account Management

Customers can always manage their JPay account by logging in and clicking on "My Account". JPay customers can at any time:

- Update their email address
- Reset their password
- Add or remove an inmate from their account
- Update their credit card information
- Add or delete an existing credit card
- Sign up for email notifications
- Contact JPay for support ... and much more!

Mobile Deposits

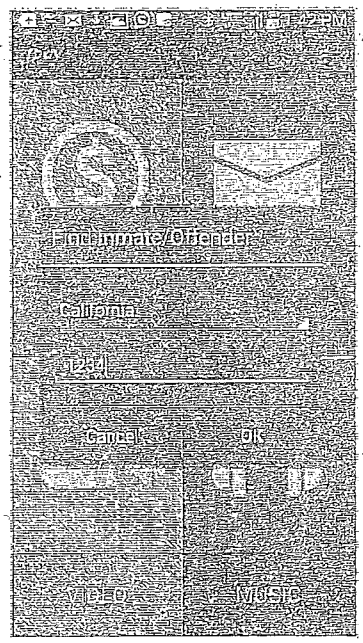


More than 45% of our customer base accesses JPay from a mobile device. This trend has inspired JPay to remain closely focused on developing new and innovative solutions for mobile environments. JPay is the only company with a mobile app for corrections payments and offender email. Our app is rated higher than 4 stars and is listed in the Google Play store as one of the top 50 financial apps.

Users consistently remark that the mobile app is simple to understand and easy to navigate. In fact, the mobile app has been so popular that since launching in 2013, JPay has averaged more than 100,000 active app users monthly (and growing). The app is available for Android and iPhone, and downloading is quick and easy from Google Play or the Apple App store. Once downloaded, users create an account in a few easy steps.

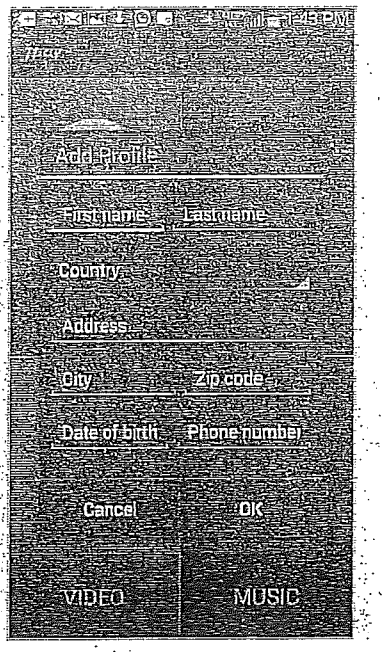
Registration

The signup process begins with the user setting up a free account. Only an email address and password are required to set up an account.



Inmate Search

The user must then locate and confirm the inmate name and ID. If the ID is not entered correctly, the system searches for all ID numbers with similar characters and will present the customer with a list of inmate names/IDs to choose from. This feature is unique to JPay and greatly enhances the user experience.



Making a Payment

Making a payment is just is simple and intuitive. The user selects the inmate and enters the payment amount. The app prompts the user to enter the credit/debit card information, or if a card is already on file, enter the card's CVV code. The fee and total charge are then displayed to the customer.

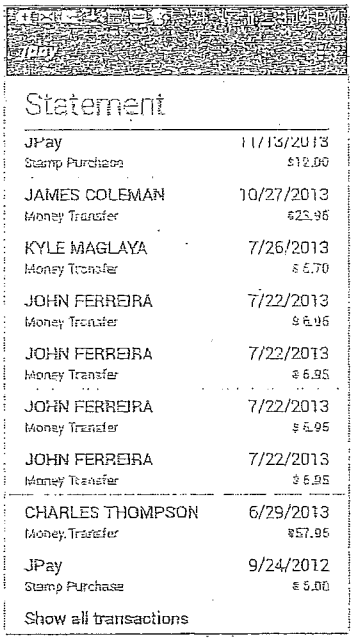


Receipt

Once the payment is submitted, the app shows a confirmation of the transaction, and finally, an email is sent to the email address on file with a receipt of the transaction.

Transaction History

Customers can retrieve their transaction history easily on any interface they are accessing, whether it's via the web, mobile app or our IVR system. Statements are provided with details for each transaction reducing unnecessary calls to our call center and to GDC from customers with transaction inquiries.



Statement

JPay Stamp Purchase	11/13/2013 $12.00
JAMES COLEMAN Money Transfer	10/27/2013 $25.95
KYLE MAGLAYA Money Transfer	7/26/2013 $ 5.70
JOHN FERREIRA Money Transfer	7/22/2013 $ 5.95
JOHN FERREIRA Money Transfer	7/22/2013 $ 5.95
JOHN FERREIRA Money Transfer	7/22/2013 $ 5.95
JOHN FERREIRA Money Transfer	7/22/2013 $ 5.95
CHARLES THOMPSON Money Transfer	6/29/2013 $57.95
JPay Stamp Purchase	9/24/2012 $ 5.00

Show all transactions

Account Management

Mobile users can manage their JPay account at any time by logging in and clicking on the "Settings" menu, where they can:

- Update their email address
- Reset their password
- Update their credit card information
- Add a new credit card
- Sign up for notifications
- Access JPay's FAQs ... and much more!

Walk-In Payments – MoneyGram



JPay and MoneyGram have an exclusive relationship. This partnership has resulted in a few major accomplishments. We have folded the ACE Cash Express network into the MoneyGram network. We have also become the only provider in corrections to offer the ability to make payments at Walmart. Finally, we have become the only company to offer walk in payments in a fully compliant way. MoneyGram, one of the largest cash payment agent networks in the world, offers a walk in option that is by far the best value proposition for Georgia family and friends. In the last year alone, JPay and MoneyGram collected and processed over 100,000 transactions for GDC offenders.

Big Box Retail Outlets

JPay & MoneyGram offer not only the best selection of outlets, but also the most accessible to friends, family and offenders needing.to make payments. In fact, MoneyGram stores are typically open 24 hours a day and are well lit, meaning customers are comfortable going into a CVS at midnight as opposed to a check cashing store. In addition, customers overwhelmingly prefer to make their payments while shopping for other items. This is why we see the majority of walk in payments made at Walmart as opposed to the smaller check cashing stores that offer MoneyGram and other walk-in payment options.

A customer can visit any one of the 1,067 retail locations throughout the state of Georgia (37,000 nationwide) to make a deposit to an inmate account or make a probation payment.

Outlet	Retail Locations in GA
Walmart	148
CVS	317
Ace Cash Express	34
Other	568

Additional MoneyGram retail partners:

- Rumba Latina
- Shell Food Mart
- El Progreso
- Chevron
- Associated Credit Union
- Exxon
- Mr. Payroll

Fully Integrated Solution

JPay is fully integrated into the MoneyGram Point of Sale network and has special mechanisms to verify payment information at the checkout line, in real time.

At each MoneyGram point of sale, JPay collects and validates the:

- Inmate name
- Inmate number
- Inmate location
- Sender name

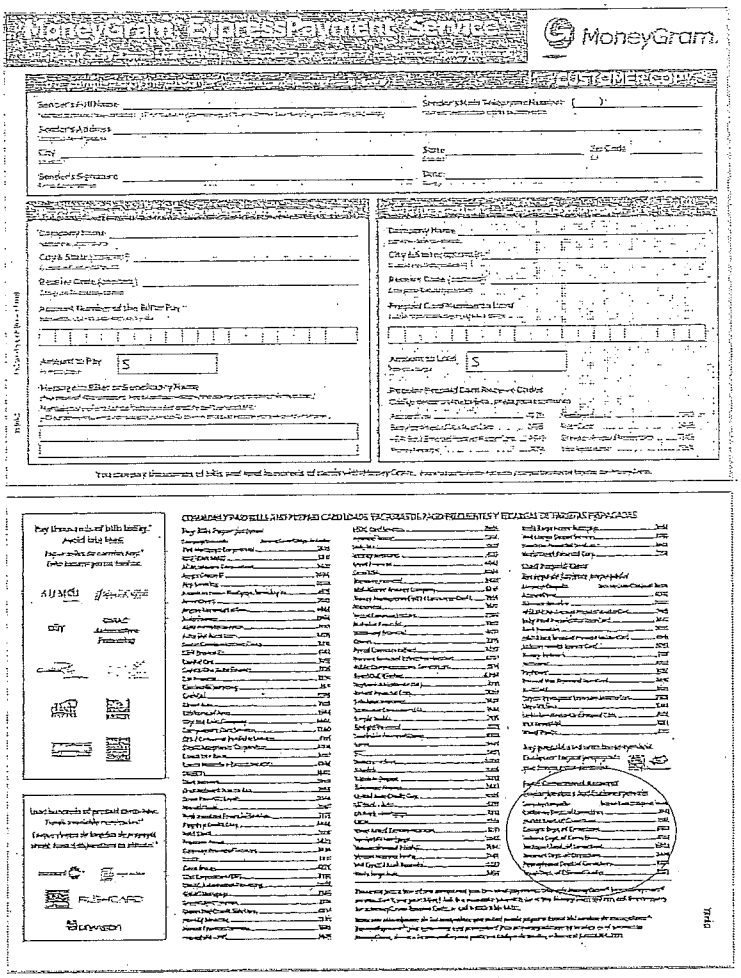
Easy Payments

Making a payment is easy. MoneyGram, unlike its competition, has not shied away from training and promoting correctional payment services to its staff. This has made the customer experience outstanding as opposed to competing outlets.

There are multiple methods of making a JPay payment at a MoneyGram location; it typically depends on the store. For example, at Walmart, customers visit the financial services center to fill out the following slip (a blue Express Payment form) before bringing it to the register to pay.

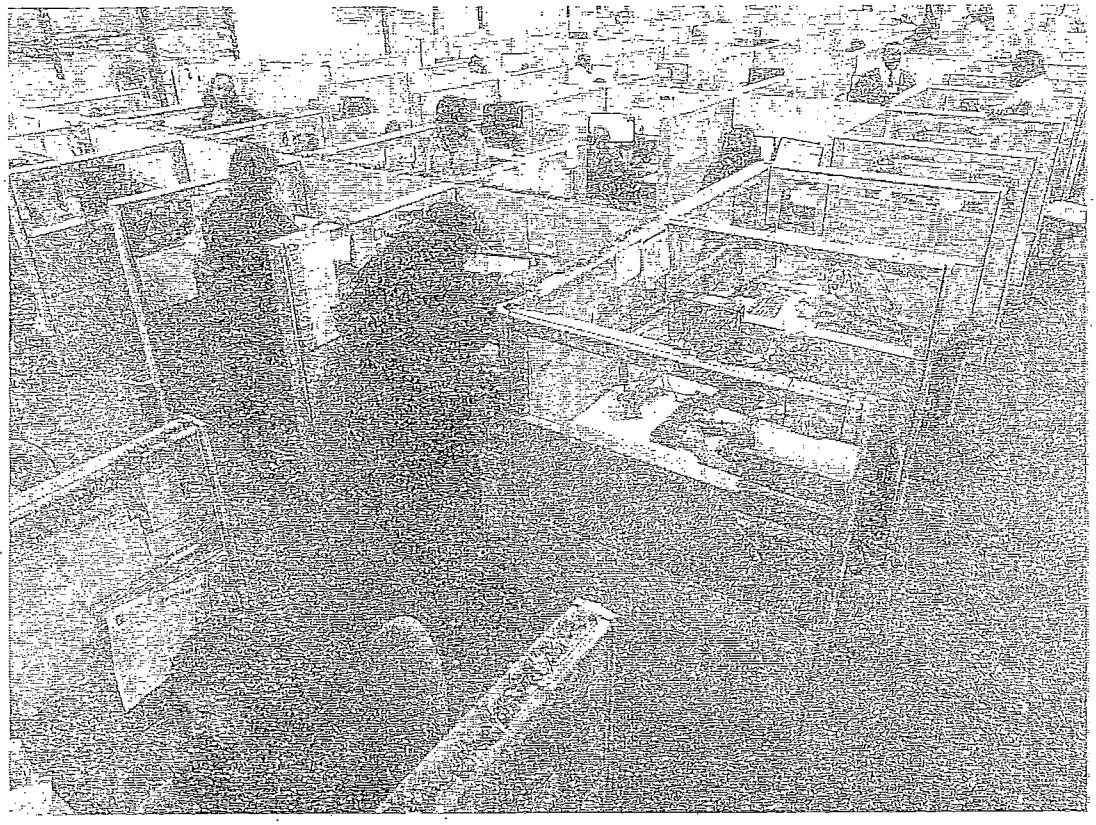
Express Payment Form

In addition, to make the process even easier, on the back of the form, MoneyGram lists several of JPay's correction locations. The Georgia Department of Corrections is already on the back of every Express Payment form in the country today!



There are also other ways to use MoneyGram. At CVS for example, customers use the red phone at the cash register to make the payment. This eases the burden on the agent and dials straight into the MoneyGram call center.

24/7 Phone Payments



JPay's Customer Service Department never closes and is an integral part of our service offering – we believe that every customer, regardless of their circumstance, should be treated with respect and care. JPay's dedication to offering superior customer support is evidenced by the remarkable loyalty and positive reviews from across our customer base. Georgia customers currently contact JPay more than any other vendor to send money to an inmate trust account or to make a probation payment.

In-House Call Center

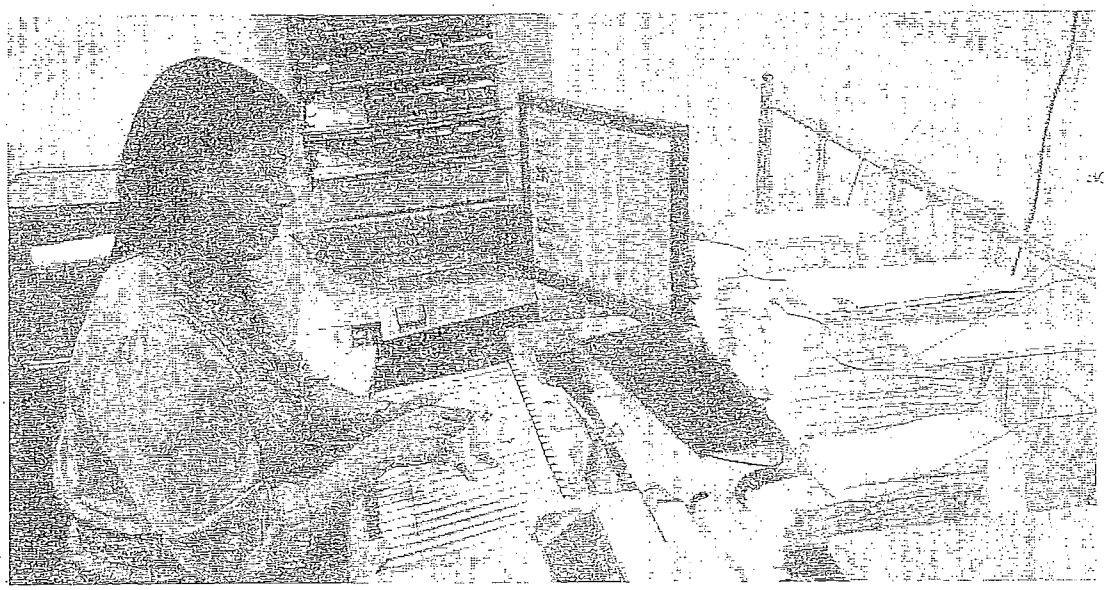
JPay knows our in-house customer service agents are central to our success, and we continue to invest in training to help them effectively handle calls and inquiries. At our South Florida headquarters, JPay employs more than 100 customer service professionals who are dedicated to answering phones and emails around the clock, 365 days a year. They are supported by a supervisory staff that helps ensure that a user's experience on the phone is rock solid.

If a caller has a service issue, the matter is escalated and resolved immediately. Communication is everything! Being in South Florida, our representatives can speak just about every dialect of Spanish, Portuguese, French and Creole. This capability plays an important role when communicating with customers or released offenders who are not fluent in English.

In-House Training

What sets our service and support apart is our in-house quality control and training, which allows us to easily bring on new services and respond quickly to business changes or new customer needs. We continuously monitor calls to ensure minimal hold times, excellent customer/agent interaction and caller satisfaction. And finally, we have built support teams that specialize in key aspects of the business, including business support, resource planning, trending, implementation and customer email.

Money Order Payments



At no cost to GDC and no cost to the customer, JPay can collect and process all US Postal money orders, all commercial money orders (i.e. MoneyGram), certified checks and cashier's checks through our secure, in-house money order lockbox. Money orders will be sent to two PO boxes exclusively designated for GDC. One PO box will be set up for trust account payments and another PO box will be set up for probation and parole payments.

Moreover, by making JPay the provider of lockbox services, GDC payment data from every collection channel will become instantly available on JPay's Facility System. This gives GDC complete transparency over all payments as well as ad-hoc investigative reporting capabilities.

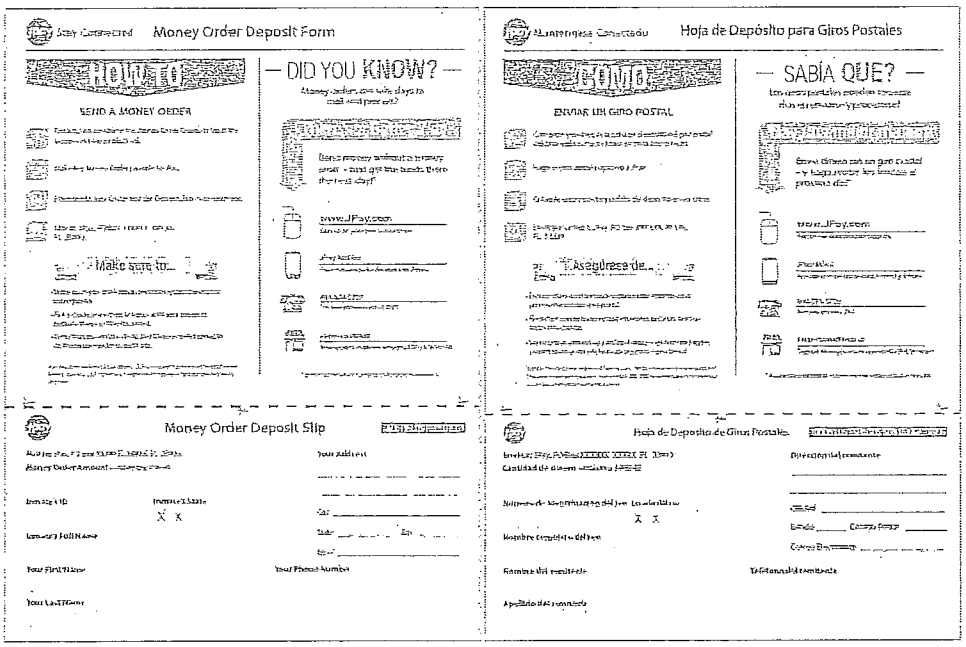
Experience Collecting Money Orders

GDC can be assured that JPay has the experience and capacity to process all money orders. JPay is the exclusive provider of lockbox services for the state prison systems listed below. Each agency was transitioned to JPay's lockbox seamlessly and quickly.

- Florida
- Illinois
- Indiana
- Louisiana
- Michigan
- New Jersey
- North Carolina
- Ohio
- Pennsylvania
- South Carolina
- Tennessee
- Virginia

JPay's Deposit Slip

The process of posting money orders requires that the user complete and submit a money order deposit slip. JPay makes lockbox deposit slips available for download on our website, and will provide a link so that GDC can make them available on their website as well. JPay will also coordinate with GDC staff to ensure that all facilities have enough deposit slips for their lobby and visitation areas.



Processing Money Orders

JPay picks up money orders daily and processes them within 24-48 hours. JPay's software reads all scanned items to ensure the information on the deposit slip matches the payment details, such as the offender's information and payment amount. The offender information (name and ID) are verified against the current file of offenders that JPay receives from GDC each day.

Transition

JPay has deployed our money order lockbox services in 12 other states, and can execute this transition flawlessly for GDC. Lockbox services can be implemented in 21 business days. In the first two weeks, JPay will gather business requirements, design and create customized money order deposit slips, and set up the PO boxes. GDC staff will also be trained on all accounting and transfer procedures during this period.

In weeks 3-4, JPay will execute a targeted marketing campaign centered around lockbox services, including helping GDC update its own web page to best disseminate instructions and updates for the friends and family of inmates, and probationer and parolees.

Licensed Money Transmitter

JPay is one of few corrections companies fully compliant with all federal and state money transmitter statutes, anti-money laundering regulations and Office of Foreign Assets Control screening guidelines. Transaction limits are enforced to ensure compliance with customer identification requirements and federal reporting levels. JPay has money transmitter licenses in every state requiring a license and letters of exemption in a few states that do not require JPay to obtain a license.

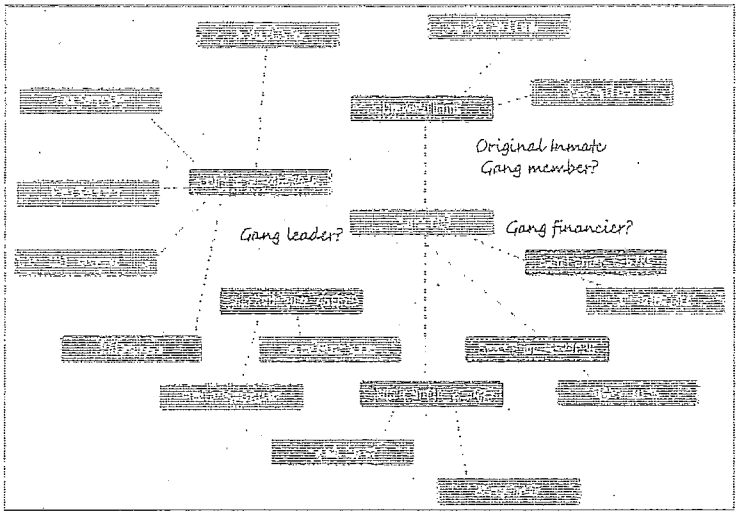
Typically, state money transmitter laws require licenses both for businesses physically located within a state as well as for those that are located elsewhere but transact business with state residents. For example, if a company collects a payment from a California consumer and sends it to the Georgia Department of Corrections, the company must be licensed in California as well as every other applicable state in the U.S. where that company collects funds.

Lack of licensing leaves both consumers and corrections agencies exposed to potential harm. A consumer that sends money through an unlicensed money transmitter may be vulnerable to loss, fraud or other negative consequences due to lack of protection.

32. *Describe the functionality of your intelligence tracking feature that allows GDC to identify who is sending money. Explain how you will be monitoring payment from same source to multiple Offenders as well as any security controls you have in place to prevent duplication of disbursement, etc.*

The Intel System

JPay's Intel System is unparalleled in the industry. While our competitors offer a network map as their sole intelligence tool, JPay is the only company in corrections to provide a comprehensive Intel System that is integrated across all of our products. The system has helped recapture escapees, prevent attacks on offenders and officers, broken up gang and fraud rings and more. Simply put, the engine takes millions of records and identifies critical, previously undetectable relationships. This information can be securely accessed anytime by GDC investigators using JPay's tools. JPay's Intel System includes search functionality and reports that enable investigators to easily detect inmate to inmate communication, identify suspicious depositor activity, set up multiple alerts and map all of the data graphically.

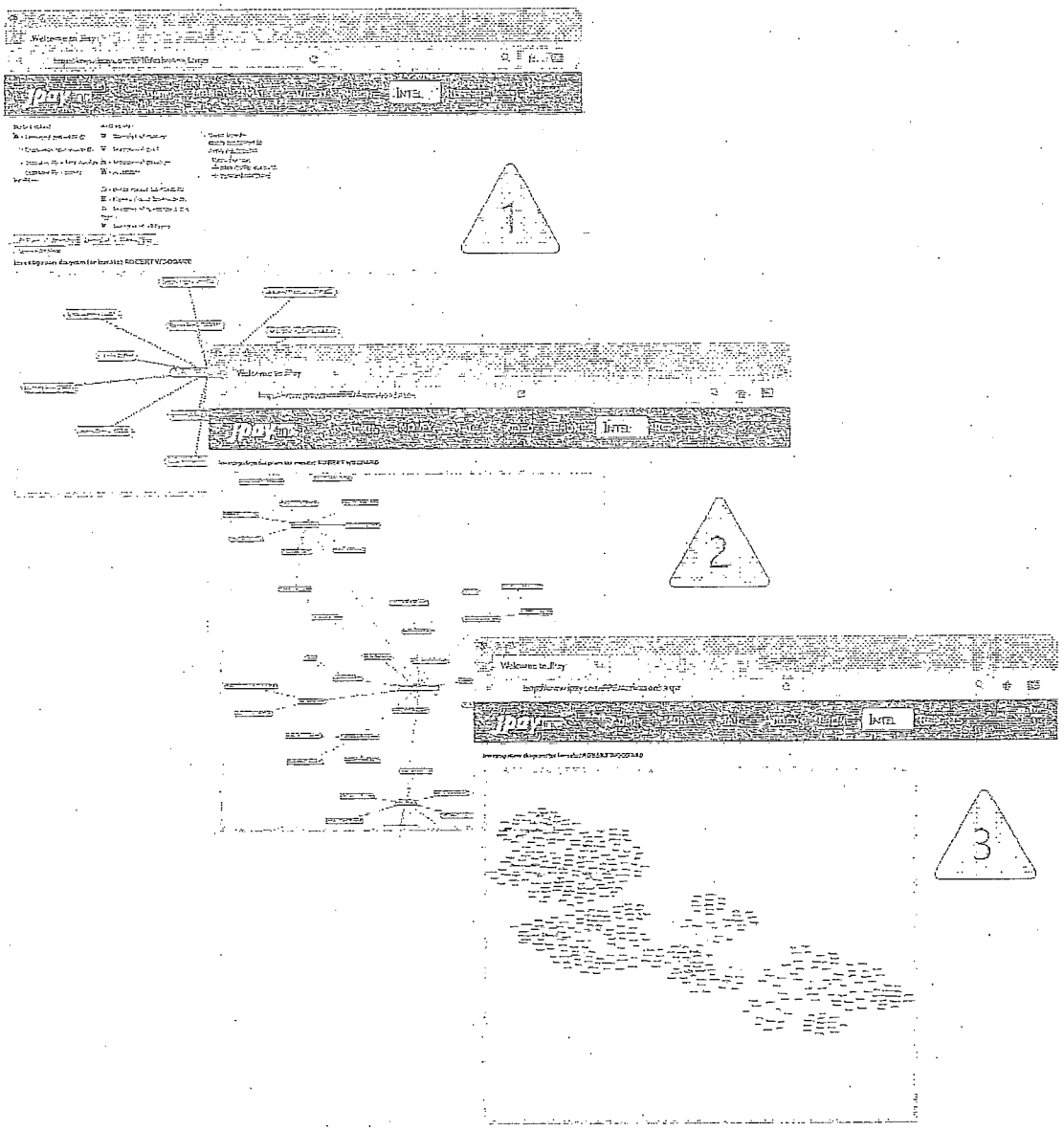


Graphical Mapping

What used to take investigators countless hours is now accomplished with the click of a button, using a subset of data far greater than any human can analyze. With the Intel mapping feature, investigators can quickly see an inmate or customer's transactional network, saving hundreds of hours researching an incident.

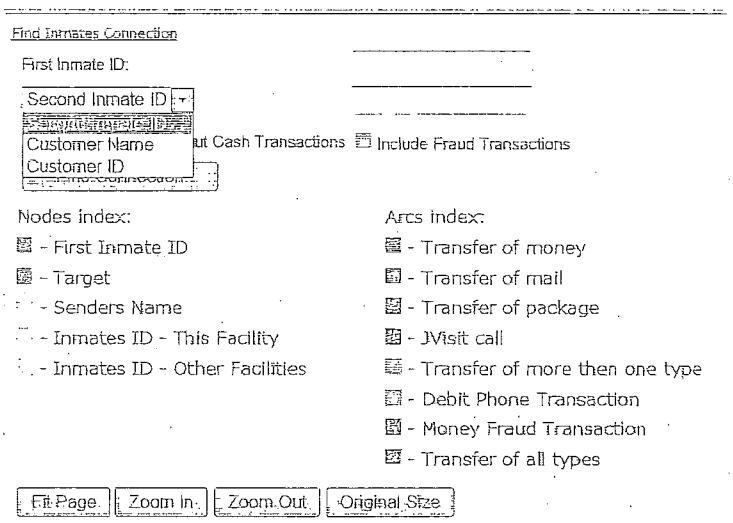
Investigators can use this tool to identify gangs or other Security Threat Groups. Financiers or other members of the group on the outside are not only identified but their full transaction history is displayed, including detail about funds sent to inmates at other agencies which JPay serves.

The following illustrations show who transmits money to whom, who receives from whom, and how each of the linkages can be expanded into larger networks of inmates and customers. The maps below show "1, 2 and 3 Degrees of Separation."



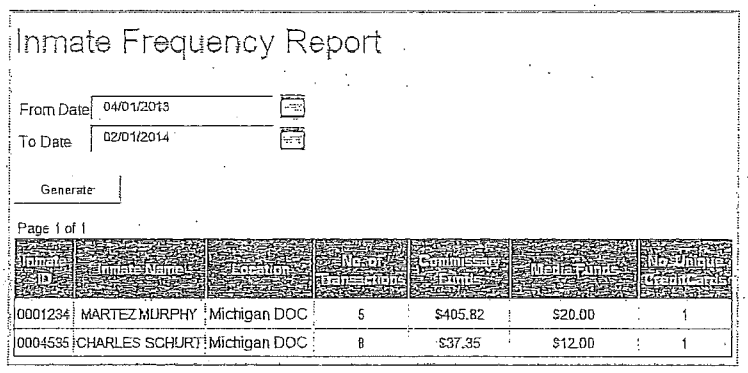
Relationship Finder

A correctional officer can use the *Find Inmates Connection* tool to identify a possible relationship between two inmates or an inmate and a customer. The user enters a combination of one inmate ID and a customer name or account ID, or the user can enter two inmate ID numbers.



Frequency Report

Frequency reports show the user how often a customer or inmate is sending or receiving money. This report can be run for any range of dates. The system identifies all inmates who received money during the time period entered into the search parameters. The inmates who received the most money are listed on top allowing the officer to immediately identify inmates receiving an unusually high amount of funds in a short time period.

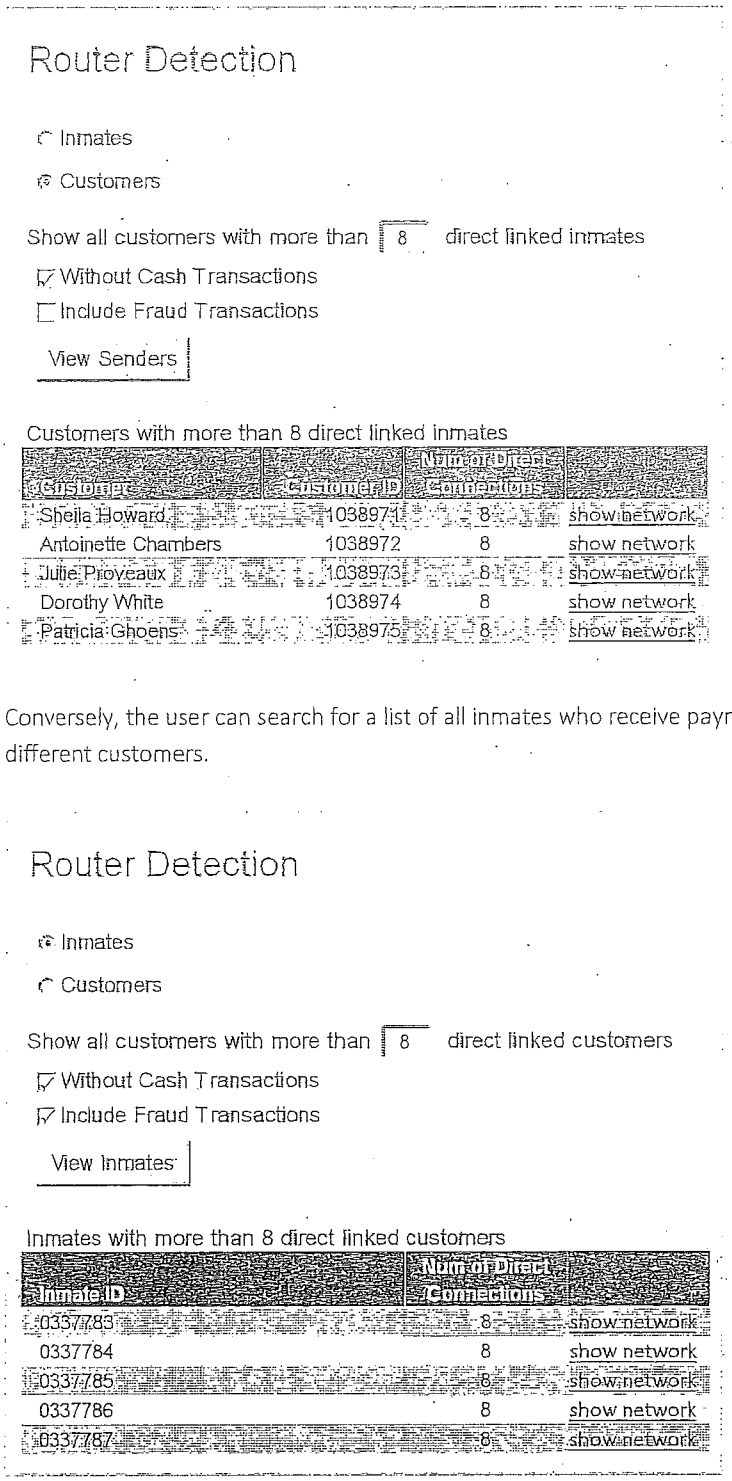


Inmate ID	Inmate Name	Location	# Deposits	Deposit Amounts	Media Purchased	# Phone Calls
0001234	MARTEZ MURPHY	Michigan DOC	5	$405.82	$20.00	1
0004535	CHARLES SCHURT	Michigan DOC	8	$37.35	$12.00	1

Frequency reports are used as a first step to identify irregularities, uncover unusual activity and provide transparency into the financial activity in and out of the agency's system.

Router Detection

One of the most popular tools on the JPay Facility System used by investigators today is called "Router Detection." This function allows investigators to identify customers or inmates who sent or received funds from more than a specified amount of people. The following illustration depicts a search result based on actual data for all customers who send money to more than eight different inmates.



Router Detection

○ Inmates
◉ Customers

Show all customers with more than 8 direct linked inmates

☑ Without Cash Transactions
☐ Include Fraud Transactions

View Senders

Customers with more than 8 direct linked inmates

Customer	Customer ID	Num of Direct Connections	
Sheila Howard	1038971	8	show network
Antoinette Chambers	1038972	8	show network
Julie Proveaux	1038973	8	show network
Dorothy White	1038974	8	show network
Patricia Ghoens	1038975	8	show network

Conversely, the user can search for a list of all inmates who receive payments from more than eight different customers.

Router Detection

◉ Inmates
○ Customers

Show all customers with more than 8 direct linked customers

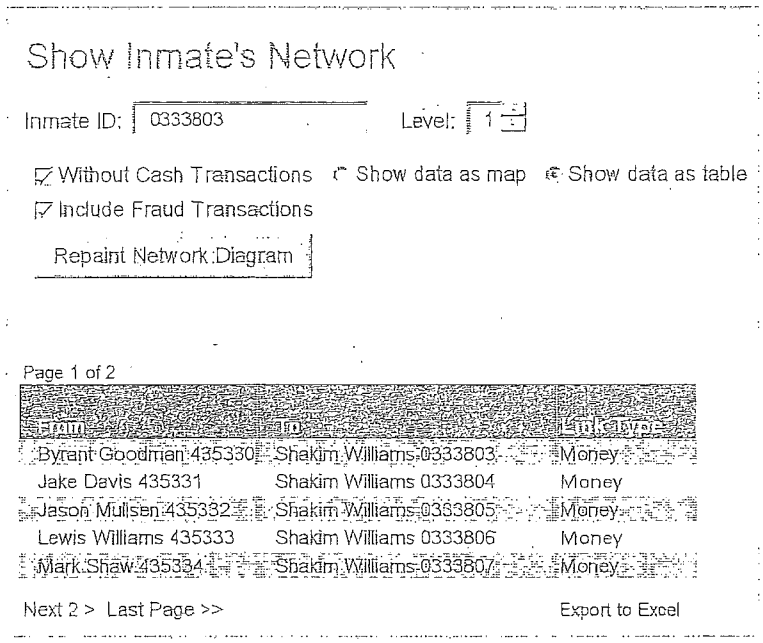
☑ Without Cash Transactions
☑ Include Fraud Transactions

View Inmates

Inmates with more than 8 direct linked customers

Inmate ID	Num of Direct Connections	
0337783	8	show network
0337784	8	show network
0337785	8	show network
0337786	8	show network
0337787	8	show network

From either list, the user can click any one of the inmates or customers listed in the search results, and the system will by default display all relevant customer and inmate data.



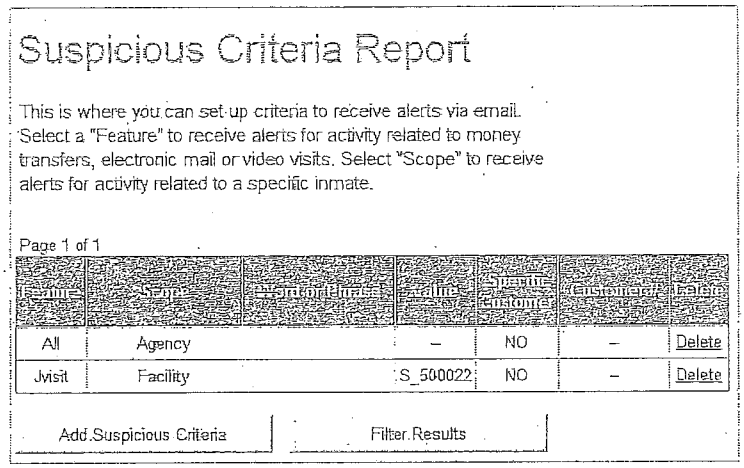
In order to facilitate comprehensive searches and sorting, the system allows the user to export the data results to Excel, as illustrated below:

	A	B	C	D	E
1	Level 1 Intel Network Data for ID . Date Created:3/12/2013 4:09:03 PM				
2					
3	From (ID)	From (Name)	To (ID)	To (Name)	Link Type
4	5471601	ALPHONSO MATHIS	695143	CORNELIUS ADAMS	Money
5	3602712	Arthur Johnson	695143	CORNELIUS ADAMS	Money
6	6672500	CARMEN ADAMS	695143	CORNELIUS ADAMS	Money
7	6702968	CARMEN ADAMS	695143	CORNELIUS ADAMS	Money
8	6718336	CARMEN ADAMS	695143	CORNELIUS ADAMS	Money
9	6747560	CARMEN ADAMS	695143	CORNELIUS ADAMS	Money
10	6814760	CARMEN ADAMS	695143	CORNELIUS ADAMS	Money

Not only does JPay's system give GDC staff the ability to track who is sending to whom, but our Facility System makes it extremely easy to access, customize and manage this data.

Suspicious Criteria

This tool allows GDC to set up criteria in order to receive email alerts. The user is sent an email if the criteria gets a match. Select a "Feature" and choose whether to receive alerts for activity related to inmate payments or offender email. Select a "Scope" to receive alerts for activity related to a specific inmate, a specific customer, a specific housing unit, or a specific facility. Select a "Specific Customer" to receive an alert for activity that is related to a specific customer. For example, if you select "Feature – Money, Scope – Agency, Specific Customer – No," then the user receives an alert every time someone sends money to any inmate in the state.



Suspicious Criteria Report

This is where you can set up criteria to receive alerts via email. Select a "Feature" to receive alerts for activity related to money transfers, electronic mail or video visits. Select "Scope" to receive alerts for activity related to a specific inmate.

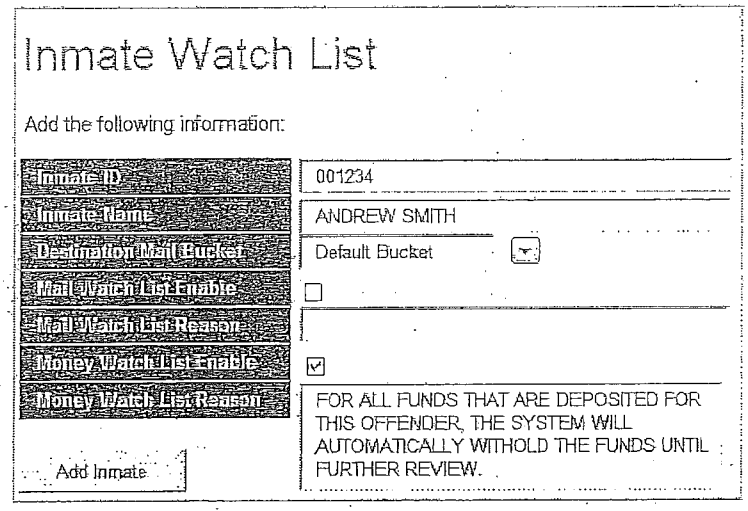
Page 1 of 1

Feature	Scope	Specific Customer	Facility	Specific Customer	Enabled	Delete
All	Agency	–		NO	–	Delete
Jvisit	Facility		S_500022	NO	–	Delete

Add Suspicious Criteria | Filter Results

Watch Lists

Using the Facility System, GDC staff can add customer or inmate names to various watch lists. When payments are made from or to these specified customers or inmates, the system is configured to either reject or suspend such payments until further review by GDC staff. The illustration below shows what is displayed to staff when adding inmates to the watch list.



Inmate Watch List

Add the following information:

Inmate ID	001234
Inmate Name	ANDREW SMITH
Destination Mail Bucket	Default Bucket
Mail Watch List Enable	☐
Mail Watch List Reason	
Money Watch List Enable	☑
Money Watch List Reason	FOR ALL FUNDS THAT ARE DEPOSITED FOR THIS OFFENDER, THE SYSTEM WILL AUTOMATICALLY WITHOLD THE FUNDS UNTIL FURTHER REVIEW.

Add Inmate

Customized Alerts

GDC staff can customize their own set of alerts based on inmate and customer activity. For example, a staff member may choose to receive an alert if multiple inmates are receiving money from one customer. The JPay system will alert the staff member via email whenever this customer uses the system to send a payment to an inmate. Investigators can also register to receive email alerts every time a transaction or account balance exceeds a designated amount. This introduces an unprecedented level of detection capability to correctional staff.

Setting up alerts is quick and easy in the user-friendly Facility System. Furthermore, GDC staff can set themselves up to receive alerts for other criteria such as an alert anytime a payment comes from or goes to a suspect individual.

Officer John Smith

From: contact@jpay.com
Sent: Wed, Feb 24, 2013
To: Officer John Smith
Subject: Suspicious email
Attachments: 001564.jpg

New items have matched one or more of the suspicious criteria you have inserted. Please review the following info:

Suspicious Criteria:
Feature: Money
Facility Scope: FacilityID
Facility Value: 49

A customer sent money to an Inmate:
Inmate ID: AC6307
Inmate Name: FRED EBERHARDT
Customer Name: Ben Thompson
Amount Sent: $27.00
Date: 02/23/2013 9:55 AM

In-Depth Search Ability

GDC staff members can also lookup specific transactions or the complete history of an inmate or customer's activity. Transactions can be researched by entering any one of the below search criteria:

- Inmate first, last or full name
- Inmate ID
- Customer first, last or full name
- Customer account ID
- Customer IP address
- Batch number
- Transaction number
- Customer phone number

33. *Detail the security thresholds and processes that will be used for Money/Lockbox Transfers to include how money will be collected, processed, and accessed as detailed in the Program Requirements Document.*

Security Thresholds

Fraud Engine

JPay has implemented multiple measures to combat fraud. We employ a sophisticated fraud-detection engine which screens and suspends potentially suspicious credit/debit card transactions using varying criteria. JPay works with each of our clients to set up the most optimal state specific fraud engine.

For example, many of our clients, including GDC, chose to employ the following limits:

- No more than $300.00 can be sent per transaction
- No more than $300.00 can be sent from one account in any given 10 day period
- No more than 1 transaction may be sent per credit card every 3 days
- No more than $300.00 may be sent per credit card every 10 days
- No more than $500.00 can be sent to one inmate per 10 day period

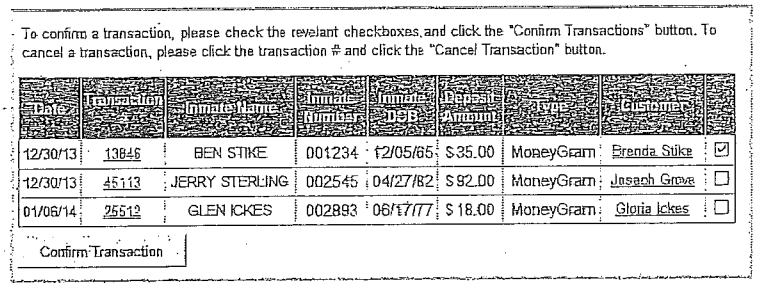
Most $300 limits are increased to $500 for probation and parole payments.

Note that JPay guarantees all funds and takes full responsibility for any chargebacks and fraudulent transactions. GDC will never accumulate any bad debt due from a JPay collected payment.

Confirm / Cancel Dashboard

The Facility System can be customized to provide an array of options to review, confirm or reject transactions. JPay has developed several tools over the past ten years that effectively control and restrict the flow of funds to inmates and/or from specific customers.

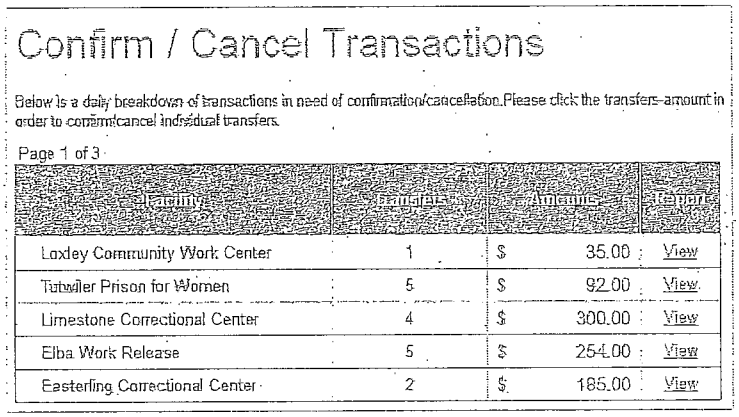
GDC has the option to flag any or all payments based on suspect criteria, and then hold them in a "Pending" status until they are manually approved or denied. Denied transactions are refunded back to the customer and approved transactions are bundled together with the next day's payment file.


To confirm a transaction, please check the revelant checkboxes and click the "Confirm Transactions" button. To cancel a transaction, please click the transaction # and click the "Cancel Transaction" button.

Date	Transaction #	Inmate Name	Inmate Number	Inmate DOB	Deposit Amount	Type	Customer	
12/30/13	13846	BEN STIKE	001234	12/05/65	$ 35.00	MoneyGram	Brenda Stike	☑
12/30/13	45113	JERRY STERLING	002545	04/27/82	$ 92.00	MoneyGram	Josaph Grove	☐
01/06/14	25512	GLEN ICKES	002893	06/17/77	$ 18.00	MoneyGram	Gloria Ickes	☐

Confirm Transaction

For example, at the Michigan Department of Corrections, JPay customized a system where staff is able to maintain a watch list of inmate and customer names to flag suspicious payments. Investigators across the state input the names of released offenders onto the watch list. Any time a payment comes from one of these released offenders, the system automatically flags the payment and sets it aside for review.



Confirm / Cancel Transactions

Below is a daily breakdown of transactions in need of confirmation/cancellation. Please click the transfers-amount in order to confirm/cancel individual transfers.

Page 1 of 3

Facility	Transfers	Amount	Transfers
Loxley Community Work Center	1	$ 35.00	View
Tutwiler Prison for Women	5	$ 92.00	View
Limestone Correctional Center	4	$ 300.00	View
Elba Work Release	5	$ 254.00	View
Easterling Correctional Center	2	$ 185.00	View

Confirmed Transactions

This cutting-edge system includes a feature which automatically alerts GDC when there are payments awaiting approval. GDC can adhere to policies of delivering payments in a timely manner without having to diligently monitor the JPay system, and approved funds efficiently process onto inmate accounts automatically. At any time, staff can access a real-time report containing all pending payments.

Funds Delivery

ACH of Payments

As Georgia knows, regardless of how a payment is made, JPay almost never makes mistaken payments or misses an ACH. This is because by nature we are a payments company – it's in our blood. We have built up safeguards over the years to prevent every kind of potential disruption in the payment flow. This expertise is not something that can be replicated.

JPay disperses and posts funds in batch mode. In most states the batch system is utilized because it is easy to set up and allows for exception handling. At the end of each day, JPay sends a file containing each payment made in the past 24 hours. In addition to verifying the inmate's information at the time of payment, an additional inmate name and ID check is performed on the outgoing file to ensure the payment is directed to the correct location. Payments are automatically uploaded to inmate accounts as soon as GDC accepts the file.

The calendar below shows the daily payment files and how they correspond to the ACH payment sent to the agency.

EF			ACH				
			EF		ACH		
				EF		ACH	
						EF	ACH
						EF	ACH

EF = Electronic File uploaded to GDC's trust accounting system
ACH = ACH Transmitted to GDC's bank account

34. *Describe how data will be protected and banking records retained confidentially for all customers. Include in your discussion any security features, included in your solicitation, that are in place to provide for a safe and accurate financial services solution as detailed in the Program Requirements Document.*

Data Protection

Confidential Information

JPay's infrastructure is built with performance, reliability, and security as its foremost priorities. Our data systems are fully redundant, which ensures 24/7 reliability. We place a high premium on data security.

JPay uses Microsoft SQL to store all data. This is the industry standard, and can integrate with all existing database technologies. All appropriate data fields are encrypted as needed for security purposes. Databases and off-site backups are fully protected using industry-standard, SSL (secure socket layer) 3.0/TLS (transport layer security) 1.0 encryption to prevent information and data from being accessed. System and server-level virus scans are conducted quarterly and technicians constantly monitor installed and external components for potential vulnerabilities. Data center resources are segregated behind multiple firewalls in order to minimize risk of penetration and several intrusion detection and warning mechanisms are in place to augment monitoring of our systems.

JPay's database management system is replete with comprehensive record maintenance functions. Only authorized users can create, read, update, delete, re-index and reorganize records in the database. Furthermore, JPay's database features the highest level of security and redundancy, giving GDC the confidence that all data, actions, and changes are secure and readily accessible.

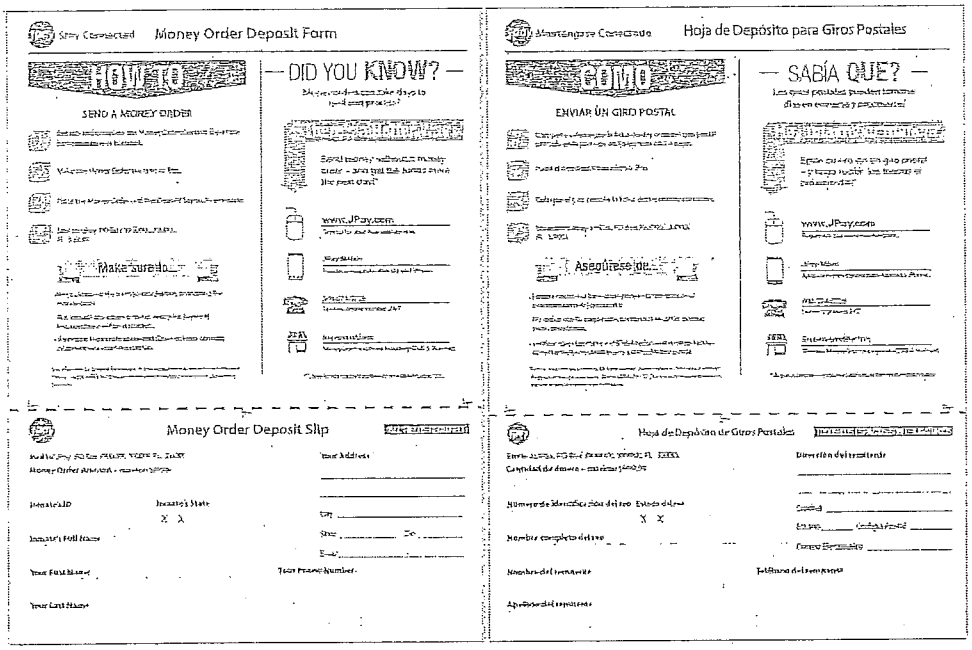
Facility System Access

The JPay Facility System features several tools that optimize role-based access functionality to ensure the highest degree of security. The JPay solution can be configured to give financial staff or other authorized users complete control over transaction detail and acceptance. By leveraging the Facility System's access control capabilities, GDC can allocate final approval and release authority over any or all transactions. The system can also be configured to allow the viewing of inmate or customer watch lists can be restricted to investigative staff only, or can be made viewable by all, according to configurable user access rules.

35. *Describe how lockbox transactions will occur and safety protocols that are in place for verification of individual accessing the solution as detailed in the Program Requirements Document.*

JPay's Deposit Slip

The JPay process of posting money orders requires that the user complete and submit a money order deposit slip. JPay makes lockbox deposit slips available for download on our website, and will provide a link so that the GDC can make them available on their website as well. JPay will also coordinate with GDC staff to ensure that all facilities have enough deposit slips for their lobby and visitation areas.



Verification

The JPay software reads all scanned items to ensure the information on the deposit slip matches the information on the payment such as the inmate's information and payment amount. The inmate information (name and ID) is verified against the current database of inmates that JPay receives from GDC each day.

Remittance to Inmate Accounts

After the payment is scanned, verified and processed, the funds post to the inmate's trust account or probationer's account in the next batch.

Sender Verification

If GDC prefers, JPay's system can be configured to only allow lockbox and/or other electronic deposits from individuals on an inmate's approved visitor list. This process is currently in place for the Indiana Department of Correction. Other facilities, like the Ohio Department of Rehabilitation and Correction, require senders to include a copy of their driver's license along with every money order. JPay can institute any method of customer verification requested by GDC.

36. *Describe how all transactions will be captured, monitored, secured, and reported in a database and how each transaction will be made available to GDC via an online interface provided by the Supplier. Include in your discussion how all transactions will remain available to GDC for review, whether via the online interface or an archive retrieval process as detailed in the Program Requirements Document.*

Transaction Processes

The Facility System

All transactions are stored securely in JPay's databases and made accessible to the GDC via a secure web portal, called the Facility System. The Facility System not only provides reports and detailed transactions for all payments and batches, but it also provides a feature-rich system for release cards, email, video visitation and music downloads. In addition, the site provides features that allow investigators to better detect and investigate crimes. All of JPay's features and services are administered through this central, user-friendly system.

GDC staff are already familiar with JPay's user friendly interface. However, JPay plans to unveil a "facelift" of all current screens (depicted below) prior to deploying any new services. Though all of the colors will feature JPay's slick new branding, the functionality will remain the same.

Complete Control

The Facility System provides GDC staff with an array of options to review, confirm or reject transactions. JPay has developed many tools over the past decade that effectively control and restrict the flow of funds to specific inmates and/or from specific customers.

GDC staff can add or remove customer and inmate names to various watch lists at any time. When payments are made from designated customers or to a designated inmates, those transactions are flagged and separated until reviewed by the GDC staff.

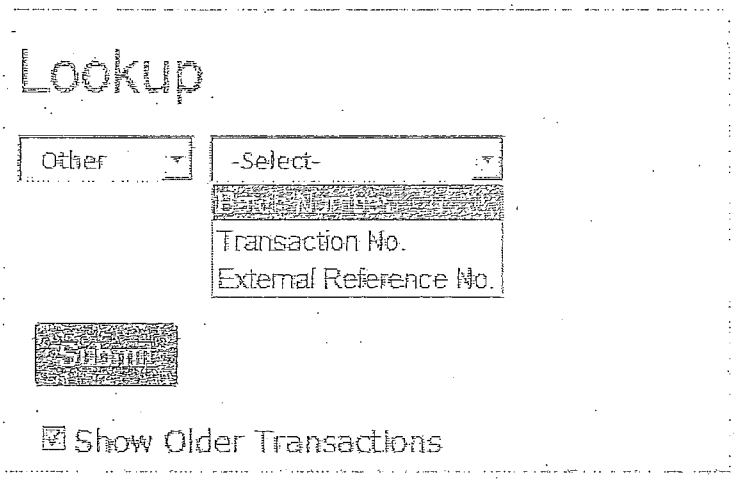
Staff can set up email alerts notifying them anytime a specific individual on the watch list has sent or received funds. Finally, rejected transactions are refunded back to the customer and approved transactions are either remitted immediately following approval or batched together for deposit.

Archived Transaction Data

All reports on JPay's Facility System can be run to include archived data. The system allows a user to pull up any transaction regardless of when the transaction occurred. The user just marks the checkbox "pull archived data" and the system will retrieve archived information. This prevents staff from wasting valuable time reaching out and requesting a report of archived transaction information.

Search

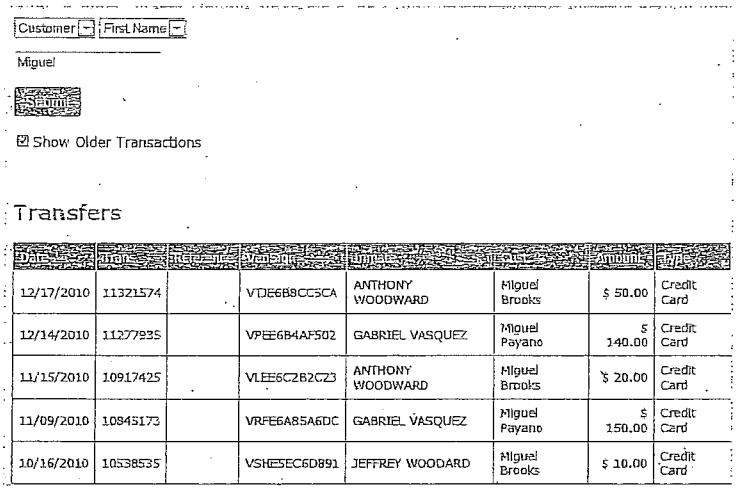
JPay provides extensive search capabilities for GDC staff. Staff can look up inmates, customers, payments, email, video visits and much more. The search function is simple to use and easy to access.



Using a known customer or inmate, the Intel search gives staff the ability to research individual inmates or customers and retrieve all transaction data associated with them. To search an inmate, the officer can enter the inmate's first, last or full name or ID number. To search a customer, the officer can enter the customer's first, last or full name, telephone number or account ID. The system displays all related customer and inmate transactions.

Search Results

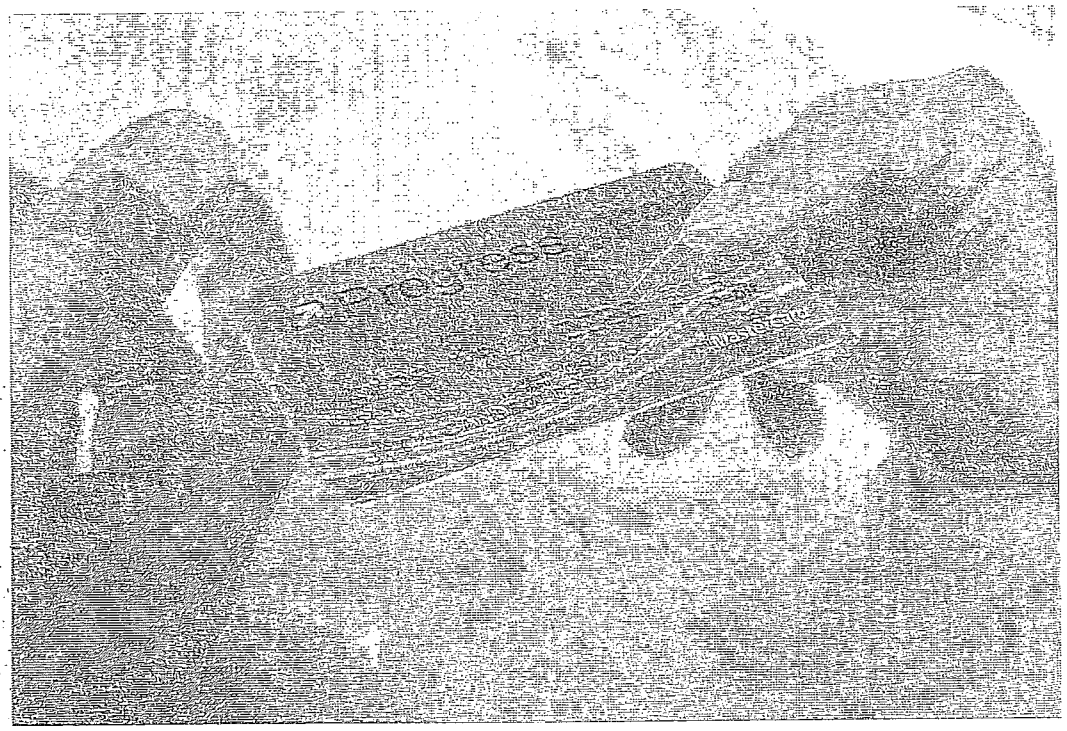
Search results are displayed showing each inmate or customer's full activity, whether it's a payment, email, video visit or media purchase. All data is hyperlinked, making it easy for the user to toggle between data during investigations.



Date	Trans	Receipt	Payment	Name	From	Amount	Type
12/17/2010	11321574		VDE6B8CC5CA	ANTHONY WOODWARD	Miguel Brooks	$ 50.00	Credit Card
12/14/2010	11277935		VPEE6B4AF502	GABRIEL VASQUEZ	Miguel Payano	$ 140.00	Credit Card
11/15/2010	10917425		VLEE6C2B2C23	ANTHONY WOODWARD	Miguel Brooks	$ 20.00	Credit Card
11/09/2010	10845173		VRFE6A85A6DC	GABRIEL VASQUEZ	Miguel Payano	$ 150.00	Credit Card
10/16/2010	10538535		VSHE5EC6D891	JEFFREY WOODARD	Miguel Brooks	$ 10.00	Credit Card

37. *Detail the process for issuance, maintenance, and reconciliation of Debit Release Cards. Include in your description processes and procedures and GDC interaction required for each step in the process as detailed in the Program Requirements Document.*

Release Debit Card Overview



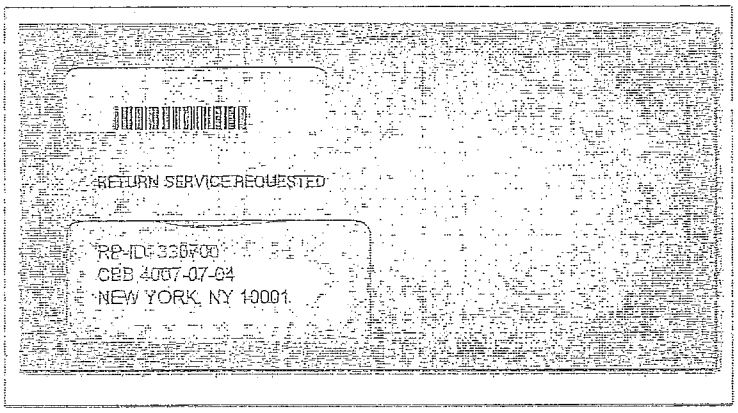
JPay's release debit card program has proved to be a great alternative for correctional agencies to liquidate trust accounts and issue gate money without having to handle cash. GDC has been using the JPay release debit card program with great success. In the past 5 years, GDC has released over 100,000 offenders with a JPay release debit card.

The release card system lets GDC give a prepaid debit card to an offender that contains the offender's remaining trust account balance and/or gate money. Once released, the offender ("Cardholder") can use the card for cash withdrawal at ATMs and at merchants for signature and PIN-based purchases. Even after an offender is released, the agency can still modify (add/subtract) or void a release card.

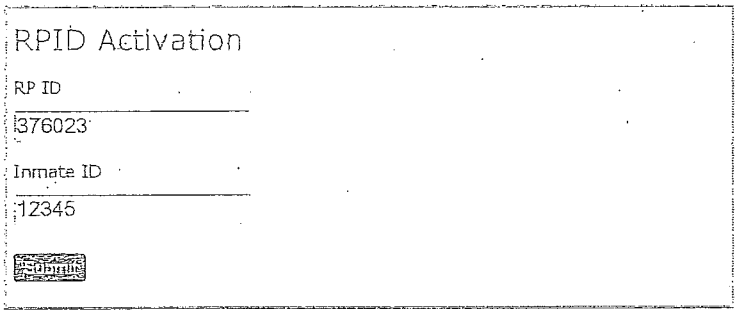
JPay's release debit card program is currently active in 10 state prison systems and multiple county jails. Over one half million cards have been issued to date. There is no other corrections-grade debit card program in the country that has been this tried and tested.

Activating a Debit Card

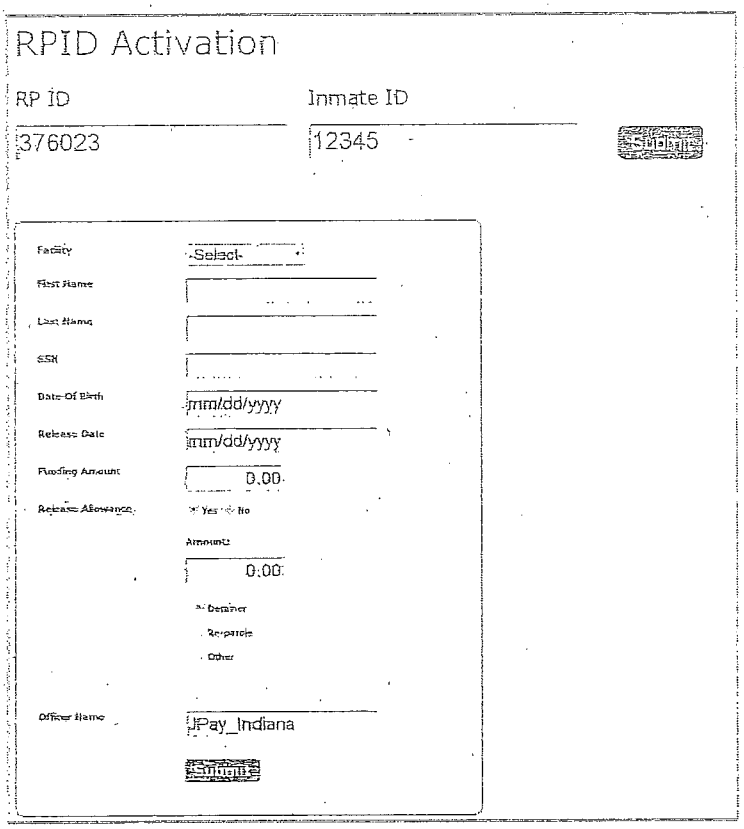
The Facility System, the same web interface used to administer JPay's payment service, is also used to administer JPay's release debit card service (as well as all of JPay's other services). Transferring funds to an inmate's card can be performed in a few simple steps. To ensure that no one other than the Cardholder has access to the full 16-digit card number, each card comes inside a sealed envelope. The staff will activate cards by manually entering the RP-ID into the Facility System. The RPID is the unique number found in the window of the envelope that is used to identify each card. This function allows GDC to activate a card without having to open the envelope and expose the full card number.



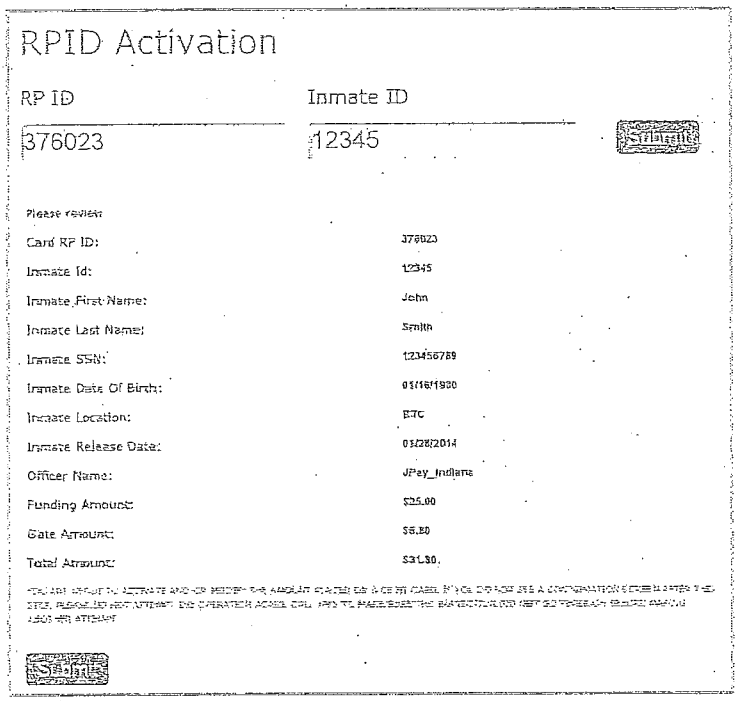
GDC user logs into the Facility System and clicks on the tab titled "RPID Activation".



The user enters the 6-digit RPID number displayed in the envelope's window, enters the inmate's ID number and clicks "Submit." The facility, inmate name, date of birth and funding amount will automatically populate based on the inmate file. If the information does not populate because the inmate's information has already been removed from the file, the user can manually input this information and issue the card.



The user will have the ability to review the information before activating the card. If necessary, the user can go back and edit the information.



RPID Activation

RP ID: 376023

Inmate ID: 12345

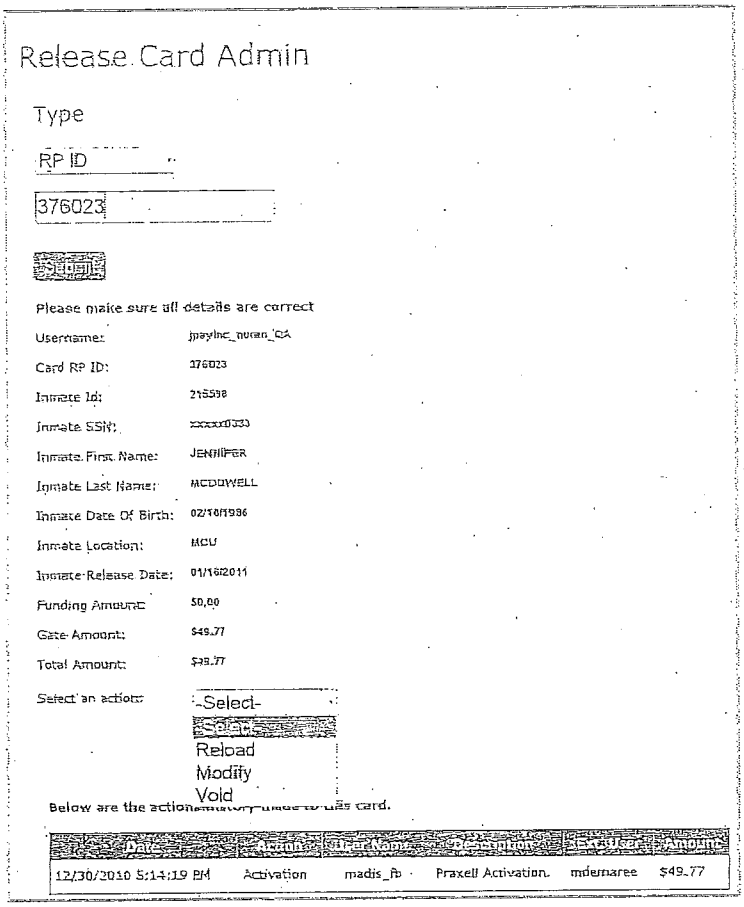
Please review:

Card RP ID:	376023
Inmate Id:	12345
Inmate First Name:	John
Inmate Last Name:	Smith
Inmate SSN:	123456789
Inmate Date Of Birth:	01/16/1980
Inmate Location:	BTC
Inmate Release Date:	01/28/2014
Officer Name:	JPay_Indiana
Funding Amount:	$25.00
Gate Amount:	$5.80
Total Amount:	$31.80

Once the card is activated successfully, the card can be handed to the offender and is ready to be used.

Adding Funds to a Release Card

Agency staff can load additional funds (i.e. inmate pay, commissary credits) onto the activated card or modify the card in case of an error. From a drop down box the user selects "Reload" as the card action and simply enters the amount of money they want to add onto the card. Once the user clicks "Reload Card," the funds are instantly available to the Cardholder.



Upon completion of any action relating to release cards, the Agency staff member can print out a receipt.

Immediate Access to Funds

Every dollar loaded onto the JPay release card is immediately available for the offender to spend. To make a PIN-based purchase or withdraw funds from an ATM, the Cardholder simply calls the toll-free number on the back of the card to securely set up their unique PIN number.

24/7 Release Card Support

JPay operates a 100+ person, fully-staffed call center that is open 7 days a week, 24 hours a day to provide assistance with payments, as well as for Cardholders to receive assistance with their release cards. Offenders call our toll-free number listed on the back of the release debit card to speak to an agent in the language of their preference. Representatives are knowledgeable and courteous. They are well aware of who they are speaking with and handle each call accordingly.

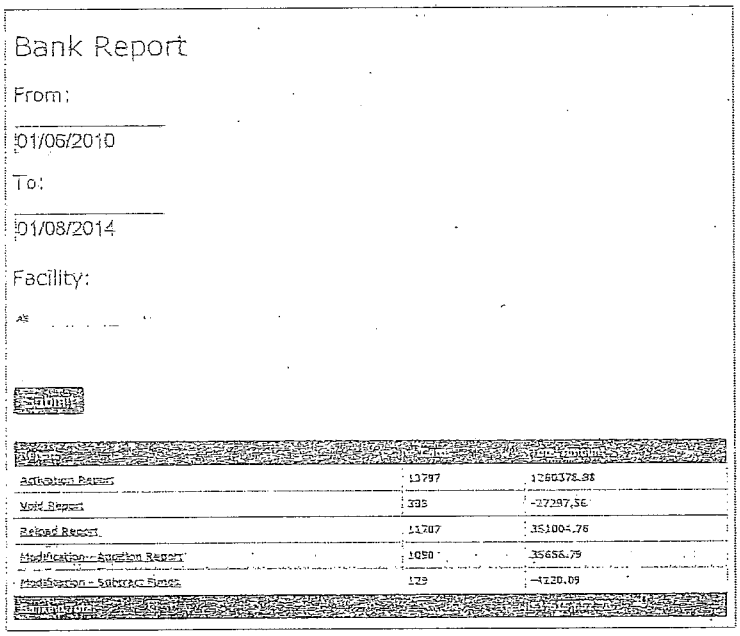
Online Release Card Management

Released inmates can also manage their account 24/7 by visiting https://releasecards.jpay.com/chp and creating a unique username and password using their card number and personal information. Once they create an account, the Cardholder can check their balance, upgrade to a personal card, set up direct deposit and more!

Reports

Summary Reports

JPay provides multiple reports for GDC staff to reconcile and account for every dollar that is added to or subtracted from a card. Reports can be viewed for any date range and for selected facilities or statewide.



Bank Report

From:

01/06/2010

To:

01/08/2014

Facility:

Submit

Activation Report	13797	1260378.98
Void Report	338	-27287.56
Reload Report	11707	351004.76
Modification - Addition Report	1090	35656.79
Modification - Subtract Report	129	-4720.09

Authorized staff can click on any report to see the details of activated, voided, reloaded and modified cards. All reports can be exported to Excel for additional analysis.

The following information is contained in each report:

- RP-ID number
- Inmate name and ID
- Inmate DOB
- Date the card was issued
- Username of staff member who issued card
- Amount that was initially transferred to the card
- Amount that was added/subtracted to the card

38. *Provide the name and network of the bank with which you have an existing relationship for the issuance of Debit Release Cards, and a listing of the number of ATMs available in each state by this provider's network that may be accessed.*

Banking Relationship

JPay's release debit card is issued by Sunrise Banks, N.A. JPay also has a relationship with Central National Bank to issue release debit cards. Both banks issue JPay's release card via the Cirrus network, a worldwide interbank network operated by MasterCard. The card is nationally and internationally accepted at millions of locations. Anywhere MasterCard is accepted, JPay's release debit card is accepted.

Surcharge-Free ATM Network

JPay's card program is part of the MoneyPass network. This gives released offenders access to thousands of surcharge-free ATMs across the country. There are 363 surcharge-free ATMs in Georgia and 22,430 surcharge-free ATMs in the United States.

State	Number of ATMs
Alaska	24
Alabama	264
Arkansas	200
Arizona	270
California	2205
Colorado	604
Connecticut	51
District of Columbia	44
Delaware	172
Florida	802
Georgia	363
Hawaii	16
Iowa	303
Idaho	210
Illinois	1104
Indiana	328
Kansas	136
Kentucky	317
Louisiana	213
Massachusetts	377
Maryland	491
Maine	9
Michigan	454
Minnesota	1183
Missouri	755
Mississippi	189
Montana	93
North Carolina	617
North Dakota	180
Nebraska	240
New Hampshire	4
New Jersey	1114
New Mexico	138

State	Number of Jails
Nevada	323
New York	199
Ohio	1181
Oklahoma	213
Oregon	551
Pennsylvania	1621
Rhode Island	33
South Carolina	175
South Dakota	201
Tennessee	572
Texas	911
Utah	261
Virginia	661
Vermont	3
Washington	648
Wisconsin	1201
West Virginia	139
Wyoming	67

39. *Detail how the interface between the bank and your proposed system is structured to include security of access and immediate availability of funds.*

Security and Access

In addition to having inventory controls in place which let JPay assign cards to a particular facility or GDC staff member, only authorized GDC users have access to Release Debit Card functions on the Facility System. There is no other way to fund a card. To ensure that no one other than the Cardholder has access to the full 16-digit card number, each card comes inside a sealed envelope. GDC staff can only place money on cards by manually entering the RP-ID into the Facility System. This function allows GDC to activate a card without having to open the envelope and expose the full card number.

Immediate Availability of Funds

JPay guarantees that immediately following a GDC user activating a card, the released offender will have access to their funds. Without obtaining a PIN, the card can be used for signature/swipe based purchases immediately. To make a PIN- based purchase or withdraw funds from an ATM, the Cardholder must first call the toll-free number on the back of the card to securely set up their unique PIN number. Released offenders can speak to customer service representative 24/7.

Banking

JPay's bank can debit GDC daily or weekly for the total amount of all card loads and/or offset by any adjustments. This process has been in place since 2009.

40. *Describe how standard reports are provided in your solution, and compliance with GDC formats. Include a copy of all regularly scheduled reports with your response.*

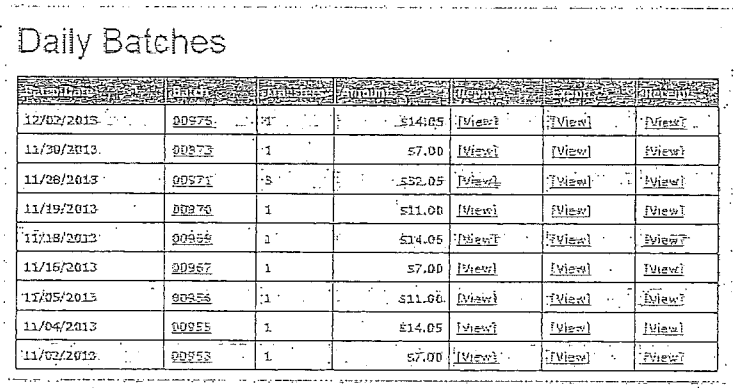
JPay's Facility System is a secure online portal that allows GDC staff to generate standard and ad-hoc reports on a per-facility basis or statewide. In addition to the following listed standard reports, ad hoc and temporary project report requests can be generated. All reports can be exported to the Microsoft® suite for advanced sorting and analysis and can be printed in PDF format.

Transaction Reports

There are several detailed transaction reports that are used by GDC on a regular basis. These reports consolidate data from payments collected across all of JPay's channels.

Daily Batch Report

This report displays the total transactions and dollar amount deposited to GDC and/or each individual facility on a daily basis. Each batch is displayed, allowing the user to either view a high level snapshot of the batches or get more details on each individual batch by clicking on the batch number.

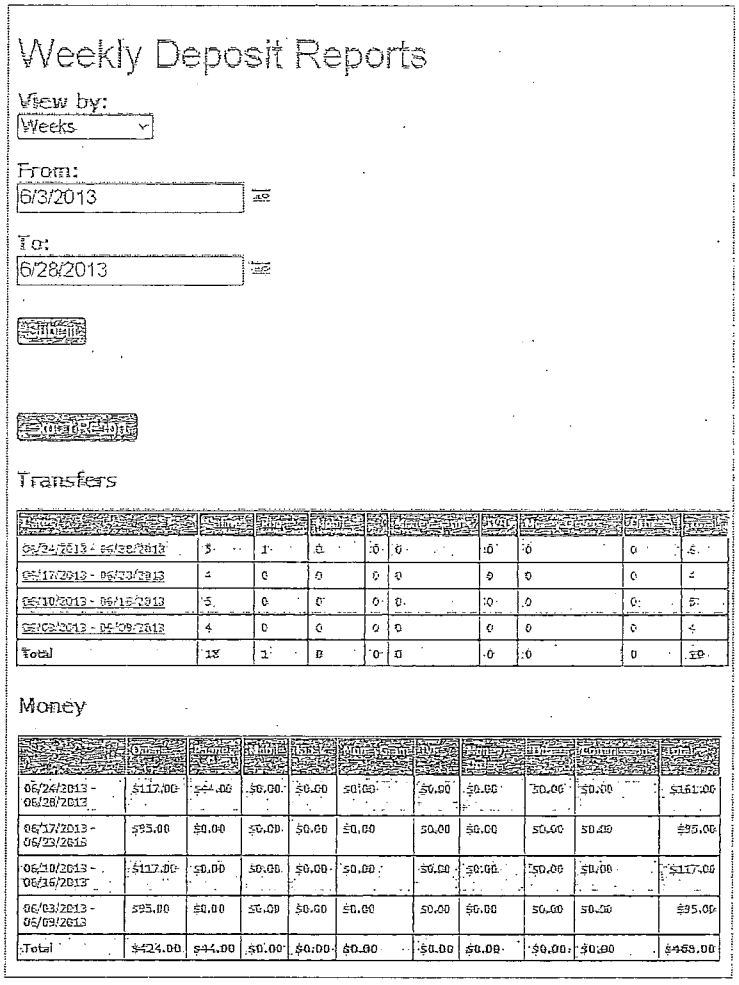


Daily Batches

12/02/2013	00975	1	$14.05	[View]	[View]	[View]
11/30/2013	00973	1	57.00	[View]	[View]	[View]
11/28/2013	00971	3	$52.05	[View]	[View]	[View]
11/19/2013	00970	1	$11.00	[View]	[View]	[View]
11/18/2013	00966	1	$14.05	[View]	[View]	[View]
11/16/2013	00967	1	57.00	[View]	[View]	[View]
11/05/2013	00956	1	$11.00	[View]	[View]	[View]
11/04/2013	00955	1	$14.05	[View]	[View]	[View]
11/02/2013	00953	1	57.00	[View]	[View]	[View]

Weekly Deposit Report

This report breaks down payments by channel for any specified date range. The report displays both the transaction volume and dollar amount and is extremely useful for reviewing historical data.



Weekly Deposit Reports

View by:
Weeks

From:
6/3/2013

To:
6/28/2013

Submit

Export to Excel

Transfers

06/24/2013 - 06/28/2013	3	1	0	0	0	0	0	0	4
06/17/2013 - 06/23/2013	4	0	0	0	0	0	0	0	4
06/10/2013 - 06/16/2013	5	0	0	0	0	0	0	0	5
06/03/2013 - 06/09/2013	4	0	0	0	0	0	0	0	4
Total	16	1	0	0	0	0	0	0	17

Money

06/24/2013 - 06/28/2013	$117.00	$44.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$161.00
06/17/2013 - 06/23/2013	$95.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$95.00
06/10/2013 - 06/16/2013	$117.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.00
06/03/2013 - 06/09/2013	$95.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$95.00
Total	$424.00	$44.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$468.00

Monthly Recap Report

The monthly recap shows GDC staff all monthly activity. The month's daily batches are combined to provide a higher level look at transaction volume and history. The user is able to drill down for further investigation.

Monthly Batches

Month	Deposits	Amount	Transferred	Facility Commission
4/2013	3	$62.00	$62.00	$0.00
3/2013	16	$1,005.00	$1,005.00	$0.00
2/2013	24	$531.80	$531.80	$0.00
1/2013	56	$2,448.39	$2,448.39	$0.00
12/2012	54	$1,601.34	$1,601.34	$5.00
11/2012	21	$382.00	$382.00	$11.00
10/2012	15	$210.00	$210.00	$4.00

Monthly Totals Report

This report summarizes the monthly totals per facility for all JPay services deployed. In the example shown below, the facility uses JPay's money and mail products.

Monthly Totals

Date:

June 2013

☐ Include archived data

Submit

JPAY Transactions Incoming Email & EFT

Facility	Incoming Email	Email Attachments	Postage Collected
S_50000222	44	28	$1,061.87
Totals	44	28	$1,061.87

Export

Pending Deposits

If GDC elects to manually confirm or cancel deposits, all transactions pending approval will be listed on this report.

Pending Deposits

'S_50000222' :

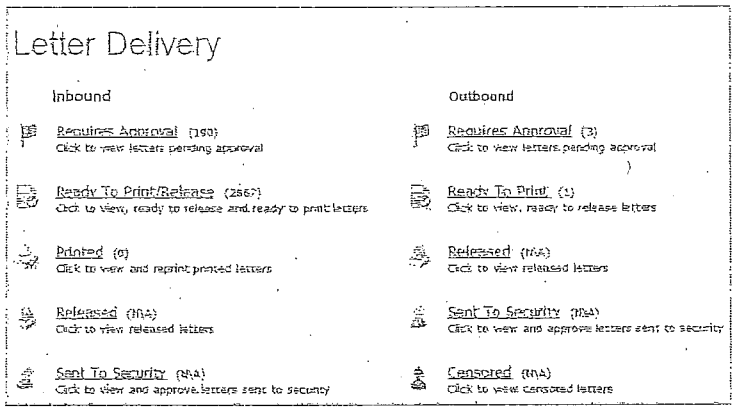
11544558	12/03/2013	NUNEZ	NESTOR	0000000005		1/1/1753		42.00	Credit Card	Scott Taylor
11544547	12/02/2013	NUNEZ	NESTOR	0000000005		1/1/1753		188.00	Credit Card	Scott Taylor
11544546	12/02/2013	MOURNING	ALONZO	0000000007		1/1/1753		295.00	Credit Card	Scott Taylor
11544531	12/02/2013	HEMINGWAY	RYAN	0000000001		1/1/1753		11.00	Credit Card	test test

Email Reports

Email reports aggregate data based on volume, categories, stamp purchases, commissions, auditing and much more.

Letter Delivery

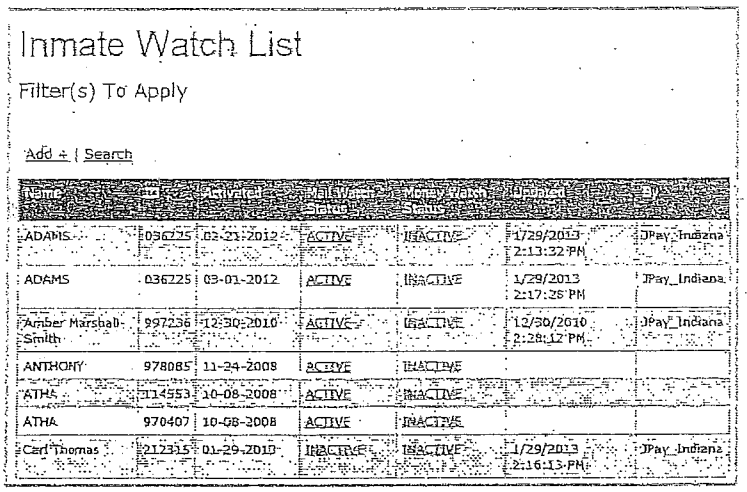
These reports are used by mail room staff to manage inbound and outbound emails. Staff can review flagged emails, forward emails to security or return to customer, fulfill print out requests and much more!



Inmate/Customer Watch list

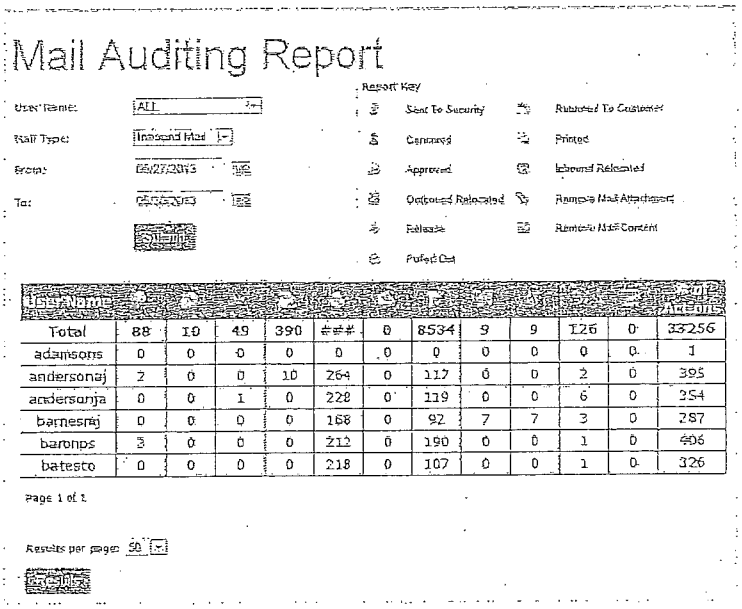
Using the Facility System, GDC staff can add customer or inmate names to various watch lists. This report shows details when emails are sent to or from these specified customers or inmates.

Other searchable fields which can be displayed include the date, letter ID, IP address of the inmate kiosk and the customer's computer, and the option to view and print the email(s) in question.



Mail Auditing Report

The Mail Auditing Report shows how many letter actions have taken place such as approved, released or printed. This can be generated per unique user or system wide for inbound and outbound email.



Mail Auditing Report

User Name: ALL

Mail Type: Inbound Mail

From: 05/27/2013

To: 05/27/2013

Report Key

- Sent To Security
- Returned To Customer
- Censored
- Printed
- Approved
- Inbound Released
- Outbound Released
- Remove Mail Attachment
- Released
- Remove Mail Content
- Pulled Out

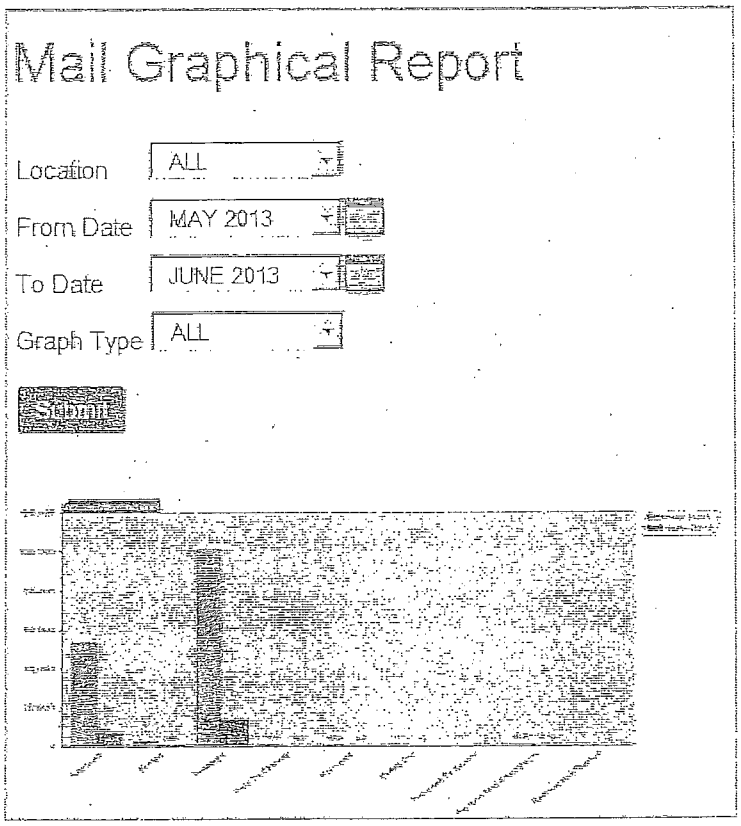
Total	88	10	49	390	###	0	8534	9	9	126	0	33256
adamsons	0	0	0	0	0	0	0	0	0	0	0	1
andersonaj	2	0	0	10	264	0	117	0	0	2	0	395
andersonja	0	0	1	0	228	0	119	0	0	6	0	354
barnesmj	0	0	0	0	168	0	92	7	7	3	0	287
baronps	3	0	0	0	212	0	190	0	0	1	0	406
batesto	0	0	0	0	218	0	107	0	0	1	0	326

Page 1 of 1

Results per page: 50

Mail Graphical Report

This report quantifies usage by charting the amount of email on any day, week or month. The user can also categorize the email as approved, printed/released, sent to security, censored, pulled out, returned to sender, remove mail attachment or remove mail content. The report can show this information for both inbound and outbound email.



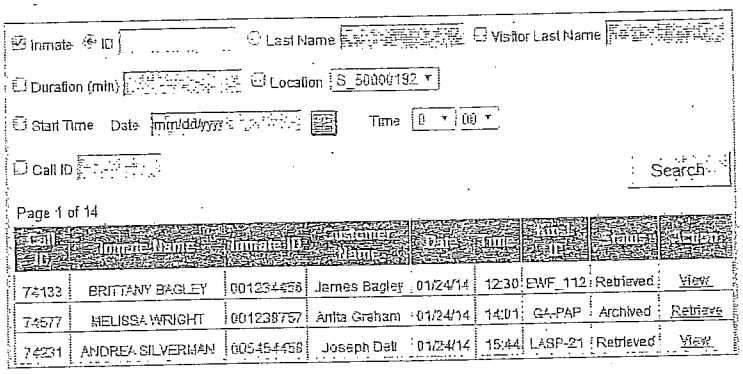
Mail Operational Report

The email operational report pulls data that shows specific facility letter activity and value. This report allows GDC to view usage by the kiosk and the day. By location the report displays total inbound and outbound letters, pages and postage purchased.

Video Reports

Ad Hoc Reports

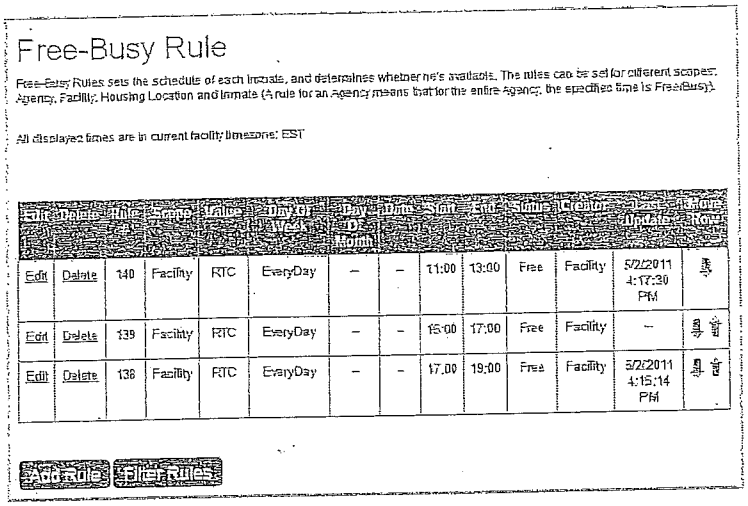
JPay offers GDC several reports to manage video visits. These reports allow staff to search for in progress video visits and join the visit in an undetected state. GDC staff can also search for and listen to archived video visits. This report can be sorted by facility and run for any date range. Staff can drill down on the customer and inmate name for more information.



Call ID	Inmate Name	Inmate ID	Visitor Name	Date	Time	Station	Status	Action
74133	BRITTANY BAGLEY	001234456	James Bagley	01/24/14	12:30	EWF_112	Retrieved	View
74577	MELISSA WRIGHT	001238757	Anita Graham	01/24/14	14:01	GA-PAP	Archived	Retrieve
74231	ANDREA SILVERMAN	005454458	Joseph Dell	01/24/14	15:44	LASP-21	Retrieved	View

Free Busy Rule

Staff can use this report to adjust visitation scheduling in their facilities. This tool can also be used if the facility is on lockdown and the staff wishes to restrict visits from being scheduled.

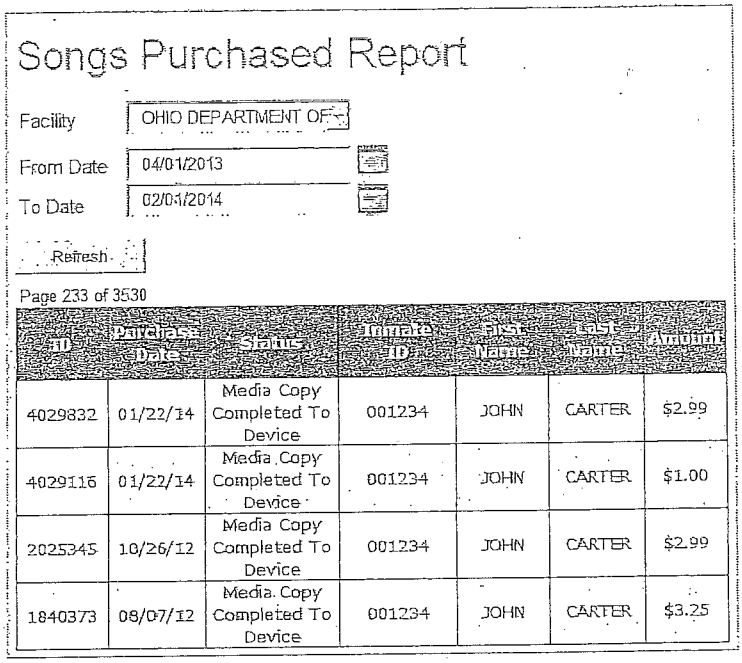


Edit	Delete	Rule ID	Scope	Rules	Days of Week	Day	Month	Start Time	End Time	Status	Creator	Last Updated	Notes
Edit	Delete	140	Facility	RTC	EveryDay	–	–	11:00	13:00	Free	Facility	5/2/2011 4:17:30 PM	
Edit	Delete	139	Facility	RTC	EveryDay	–	–	15:00	17:00	Free	Facility	–	
Edit	Delete	138	Facility	RTC	EveryDay	–	–	17:00	19:00	Free	Facility	5/2/2011 4:15:14 PM	

Music Reports

Songs Purchased Report

This report can be sorted by facility and run for any date range. The report lists all media downloads and the date of the download.



Songs Purchased Report

Facility: OHIO DEPARTMENT OF

From Date: 04/01/2013

To Date: 02/04/2014

Refresh

Page 233 of 3530

ID	Purchase Date	Status	Inmate ID	First Name	Last Name	Amount
4029832	01/22/14	Media Copy Completed To Device	001234	JOHN	CARTER	$2.99
4029116	01/22/14	Media Copy Completed To Device	001234	JOHN	CARTER	$1.00
2025345	10/26/12	Media Copy Completed To Device	001234	JOHN	CARTER	$2.99
1840373	08/07/12	Media Copy Completed To Device	001234	JOHN	CARTER	$3.25

JP4 Players Purchased

This report can be sorted by facility and run for any date range. The report lists the facility, amount of players sold and total revenue generated.

Inmate Prepaid Funds Balance

This report contains all offender transfer requests to move funds from their trust fund account to their JPay media account. GDC staff can run this report for any date range and sort by facility. The report includes the number of requests per day, the status of the transfer requests and the total dollar amount transferred. Staff can click on the date to drill down and see specific request details. These details include, inmate name, ID and location, the date of the request, the amount requested to transfer and the status.

41. *Describe how you are able to meet the Ad Hoc Reporting needs as listed in the Program Requirements Document.*

Ad Hoc Reporting

JPay's Facility System is a secure online portal that allows GDC staff to generate ad-hoc reports on a per-facility basis (or statewide) and by date range. All reports can be exported to the Microsoft® suite for advanced sorting and analysis and can be printed in PDF format. Some of JPay's ad hoc reports include:

General

- Monthly Totals by Product
- Kiosk Activity Summary
- Kiosk Details

Money

- Daily & Monthly Batches
- Offender & Customer Lookup
- Deposit History
- Pending Deposits

Email

- Inbound and Outbound Buckets
- Stamp Usage
- Graphical Reports
- Total Mail Created
- Inbound Mail Actions
- Outbound Mail Actions

Video Visitation

- Scheduled Calls
- Pending Calls
- Live Calls
- Calls Sent to Security

Release Debit Cards

- Activations
- Modifications
- Reloads
- Voids

Customized Reports

JPay has a team dedicated to developing reports for all business needs. GDC staff members simply call or email their designated Help Desk Analyst and the team will immediately begin to develop the requested report. JPay will continue to work with GDC to provide any and all additional reports as needed within the priority timeframes specified. These reports can then be added to the standard suite available on the Facility System.

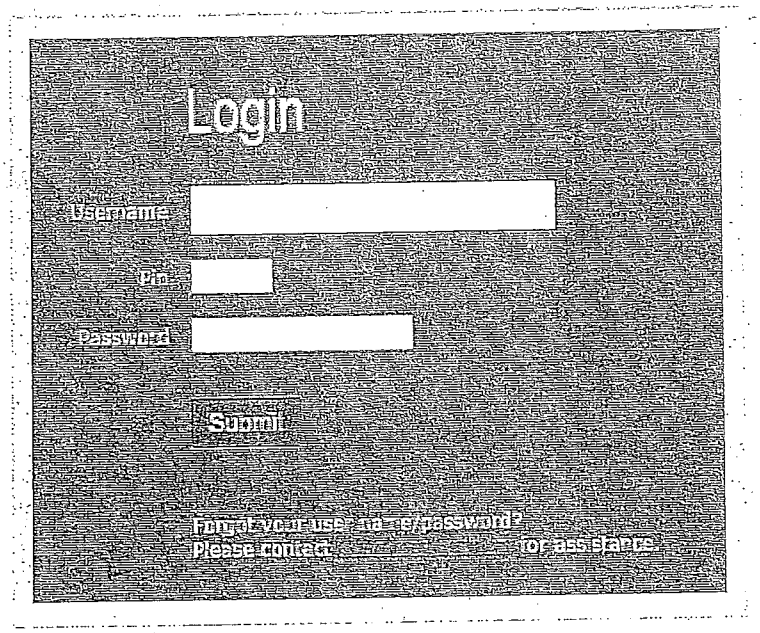
42. *Provide Screen Shots and a description of the process for generating reports.*

Reporting Screen Shots

Generating any report on JPay's Facility System is simple and intuitive. GDC staff will have access to reports based on their role within the facility. To access reports the user simply clicks the relevant tab (*e.g.* Money, Mail) and a list of reports for that product or service will appear on the left hand side of the screen. Simply click on a given report and select the date range to run that report.

Below are some examples of facility reports for the various services that JPay offers.

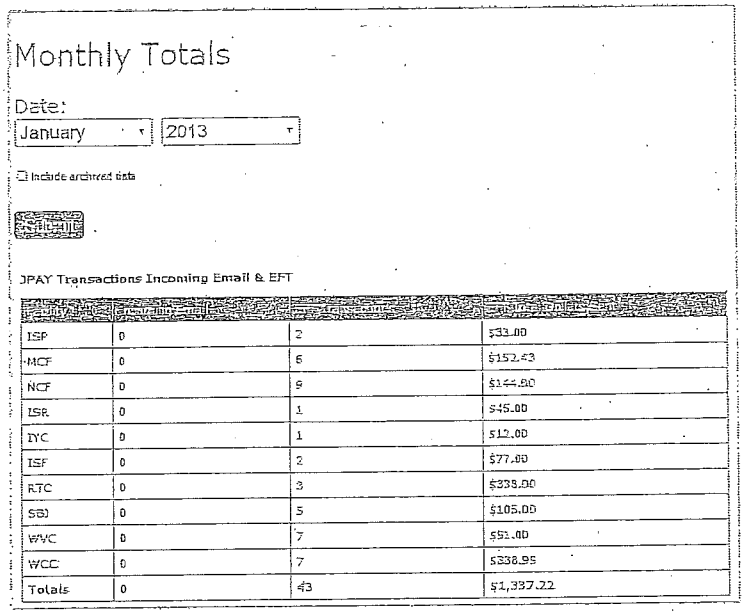
To generate reports, start by logging into the Facility System.



All reports can be exported to the Microsoft suite for advanced sorting and analysis. The following is a sample of the wide variety of reports available to GDC.

Monthly Totals by Product

This report shows the total number and amount of services delivered to each facility. In the following example, this DOC has contracted JPay for email and money transfer:



Monthly Totals

Date:

January 2013

Include archived data

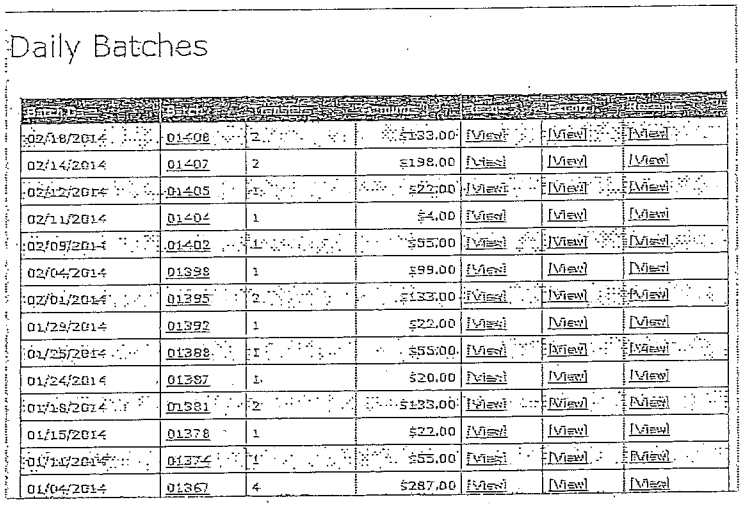
Submit

JPAY Transactions Incoming Email & EFT

ISP	0	2	$33.00
MCF	0	6	$152.43
NCF	0	9	$144.80
ISR	0	1	$45.00
IYC	0	1	$12.00
ISF	0	2	$77.00
RTC	0	3	$338.00
SSI	0	5	$105.00
WYC	0	7	$91.00
WCC	0	7	$338.99
Totals	0	43	$1,337.22

Daily Batches

This report summarizes the total number of transactions included in each daily batch transmitted to GDC. From this report, staff can generate receipts for distribution to inmates, or click each batch number to access transaction details.

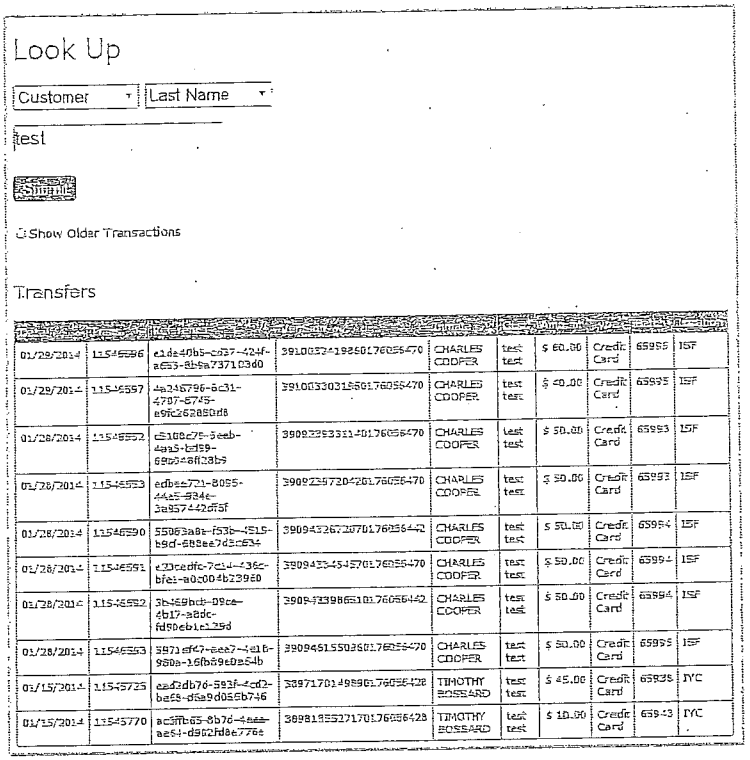


Daily Batches

02/18/2014	01408	2	$133.00	View	View	View
02/14/2014	01407	2	$198.00	View	View	View
02/12/2014	01405	1	$22.00	View	View	View
02/11/2014	01404	1	$4.00	View	View	View
02/09/2014	01402	1	$55.00	View	View	View
02/04/2014	01398	1	$99.00	View	View	View
02/01/2014	01395	2	$133.00	View	View	View
01/29/2014	01392	1	$22.00	View	View	View
01/25/2014	01388	1	$55.00	View	View	View
01/24/2014	01387	1	$20.00	View	View	View
01/18/2014	01381	2	$133.00	View	View	View
01/15/2014	01378	1	$22.00	View	View	View
01/11/2014	01374	1	$55.00	View	View	View
01/04/2014	01367	4	$287.00	View	View	View

Offender and Customer Lookup

This report allows GDC to view all money transfer activity associated with a particular offender or customer, based on parameters selected by the staff member, such as offender ID or customer last name.



Look Up

Customer | Last Name

test

Submit

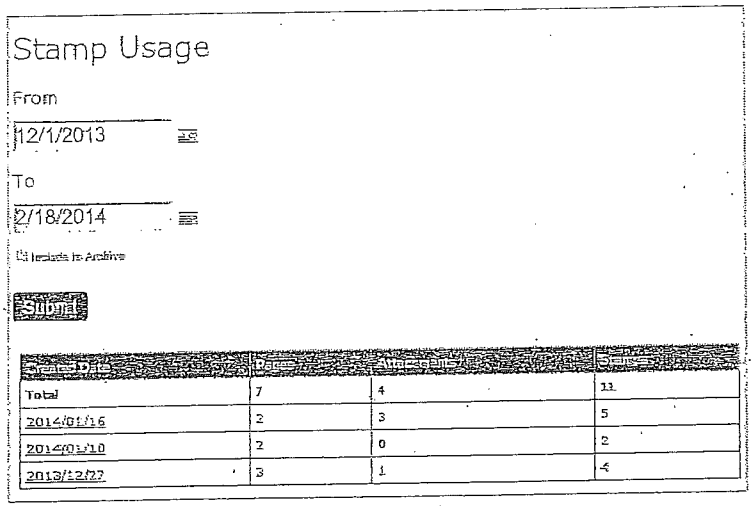
Show Older Transactions

Transfers

01/28/2014	11546596	e1de40b5-cd37-424f-ae55-8b5a73710300	39100324198601760856470	CHARLES COOPER	test test	$ 60.00	Credit Card	65955	ISF
01/28/2014	11546597	4e248796-6c31-4707-8745-e9fc262880d8	39100330318601760856470	CHARLES COOPER	test test	$ 40.00	Credit Card	65955	ISF
01/28/2014	11546552	c5108c75-3eeb-4aa5-bf99-6805e8f38b5	39093393311401760856470	CHARLES COOPER	test test	$ 50.00	Credit Card	65953	ISF
01/28/2014	11546553	edbee721-8055-44a5-934e-3e857442df5f	39092397204201760856470	CHARLES COOPER	test test	$ 50.00	Credit Card	65953	ISF
01/28/2014	11546590	55063a8e-f53b-4515-b9cf-688ee7d2c634	39094326720701760856442	CHARLES COOPER	test test	$ 50.00	Credit Card	65954	ISF
01/28/2014	11546591	e2bcedfc-7c14-436c-bfe1-a0c004b239e0	39094334545701760856470	CHARLES COOPER	test test	$ 50.00	Credit Card	65954	ISF
01/28/2014	11546592	3b469bcb-09ce-4b17-a8dc-fd90eb1e1a2d	39094733986510176056442	CHARLES COOPER	test test	$ 50.00	Credit Card	65894	ISF
01/28/2014	11546563	3971ef47-eee7-4e16-980a-16fb69e0a54b	39094615503601760856470	CHARLES COOPER	test test	$ 50.00	Credit Card	65955	ISF
01/15/2014	11545725	ea42db76-593f-4d2-baf8-d6a9d05b6746	38971701498901760856428	TIMOTHY BOSSARD	test test	$ 45.00	Credit Card	65835	IVC
01/15/2014	11545770	ac3ffb65-8b7d-4eee-ae54-d902fd8e776e	38981855271701760856428	TIMOTHY BOSSARD	test test	$ 10.00	Credit Card	65843	IVC

Stamp Usage

This report details weekly stamp consumption. Clicking on each date range produces high level detail about the parties associated with each message.



Stamp Usage

From

12/1/2013

To

2/18/2014

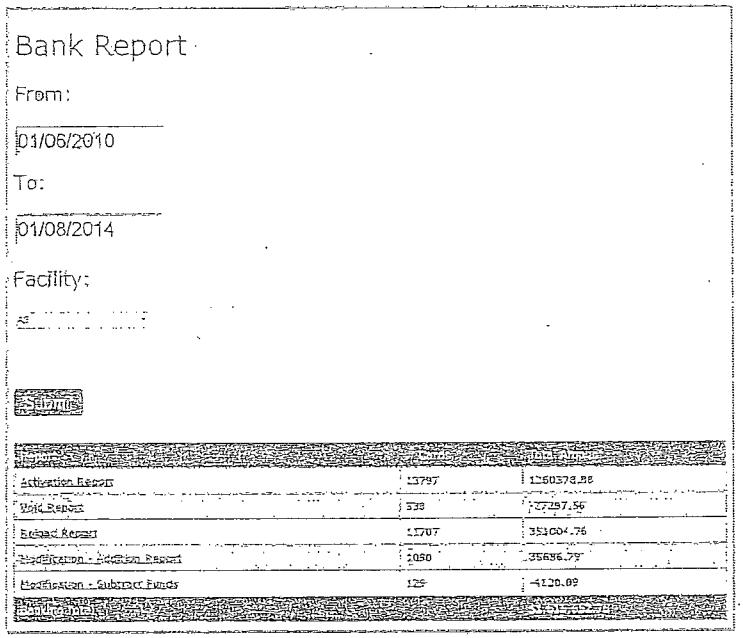
Include In Archive

Submit

Date	Rejected	Accepted	Total
Total	7	4	11
2014/01/16	2	3	5
2014/01/10	2	0	2
2013/12/27	3	1	4

Release Card

This report summarizes all card activations, voids, reloads and modifications for any given date range. Clicking on each card action provides the associated detail.



Bank Report

From:

01/06/2010

To:

01/08/2014

Facility:

All

Submit

Activation Report	13797	1260378.88
Void Report	538	-27297.56
Reload Report	11707	351004.76
Modification - Addition Report	1050	35696.79
Modification - Subtract Funds	125	-4120.09